CARMA Corp. Conditions of Service Canada

Effective: January 1, 2027

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CARMA
submetering and billing solutions

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1. INTRODUCTION

These Conditions of Service set out the terms and conditions upon which CARMA 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. Among other things, CARMA may provide submetering and/or billing services for electricity, water, natural gas and heating and cooling energy (referred to in these Conditions of Service as "**Metered Commodities**").

All capitalized terms used in these Conditions of Service have the meanings outlined in Section 12.

1.1 Identification of CARMA

CARMA is incorporated under the laws of the Province of Ontario and is licensed by the OEB to provide electricity unit sub-metering services. CARMA provides similar services in other provinces within Canada and operates within the provincial regulations of those provinces.

1.2 Conditions of Service

The Code requires that every unit sub-metering provider produce its own Conditions of Service document.

Although these Conditions of Service are a requirement for CARMA to operate within the Province of Ontario, the general practices and policies outlined within these Conditions of Service apply to all CARMA customers serviced throughout Canada with modification as necessary to comply with applicable laws.

1.3 Governing Law

CARMA shall comply with all applicable laws, including (for Ontario) the provisions of the *Energy Consumer Protection Act*, the *Ontario Energy Board Act* (1998), the *Electricity Act*, the Code, the Regulations and all applicable Market Rules.

1.4 Interpretation

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

- Headings, paragraph numbers 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;
- Where there is reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event occurred and including the day on which the second event occurs: and
- Any event that is required under these Conditions of Service to occur on or by a stipulated date, which is a non-Business Day, may occur on or by the next Business Day.

1.5 Amendments and Changes

The provisions of these Conditions of Service and any amendments made from time-to-time form part of any agreement between CARMA and a customer. These Conditions of Service supersede any previous conditions of service, oral or written, of CARMA or any of its predecessors as of their effective date.

The customer is responsible for contacting CARMA to ensure that the customer has the latest version, or to obtain the current version of these Conditions of Service. CARMA may charge a reasonable fee for any additional copies required by the customer. The current version of these Conditions of Service are also posted on the CARMA website and can be downloaded from www.carmacorp.com.

1.6 Contact Information

CARMA Corp.
132 Walsh Road
Lindsay, Ontario
K9V 4R3

Phone Number: 705-878-0711

Toll Free Number: 888-298-3336

Fax Number: 705-878-1037

Email: info@carmacorp.com

Business Hours: Monday to Friday, 8:00 a.m. to 5:00 p.m. (Eastern Standard Time)

2. CUSTOMER CONTRACTS

2.1 Residential and Commercial Services

A signed utility services contract/enrollment form is required for each customer prior to the energization of the utility service to the customer's building or premise. Customers can enroll directly on CARMA's web site at www.carmabillingservices.com, provide a completed PDF copy, or submit a hard copy of the utility services contract/enrollment form.

2.2 Implied Contracts

In all cases, CARMA has an implied utility services contract/enrollment form with any customer that is a resident or unit owner where CARMA has installed a sub-metering system and the customer receives billing and collection services from CARMA. A customer who uses Metered Commodities sub-metered by CARMA shall be liable for payment of all Metered Commodity consumption and associated charges even in the absence of a signed utility services contract/enrollment form. Any implied utility services contract/enrollment form shall be binding upon the customer's heirs, administrators, executors, successors or assigns.

2.3 Opening and Closing Accounts

2.3.1 Opening an Account

A customer who wishes to open an account with CARMA shall submit a utility services contract/ enrollment form online through CARMA's website, provide a completed PDF copy of the utility services contract/enrollment form to info@carmacorp.com, or submit a hard copy of the utility services contract/enrollment form.

If CARMA opens a new customer account based on a request from a third party, such as a relative of the customer, a letter will be sent to the new customer within fifteen (15) days. The account will not be set up if the new customer does not approve the opening of the account within fifteen (15) days of the letter, provided that a solicitor or person with Power of Attorney may agree on behalf of the new customer.

2.3.2 Closing an Account

A customer may close their account by contacting CARMA Customer Care using the contact information set out in Section 1.6 of these Conditions of Service. When a customer contacts CARMA to close their account, a final bill will be issued to the customer.

2.4 Account Setup Charge

CARMA will apply a charge of $50.00 to the first bill of any customer who establishes a new account, plus an additional charge of $20.00 for each additional billed commodity associated with the account.

2.5 Rented Premises

In condominium buildings, suite owners who rent or lease their unit remain responsible for payment of all Metered Commodities and all other charges, and will always be a named customer on the CARMA account for the unit.

In all cases, a suite owner must enter into an agreement with CARMA for service to their unit. A suite owner and tenant may then choose to have an updated (new) agreement with CARMA where the account will be addressed to the suite owner care/of the tenant. When a suite owner or tenant advises that the tenant is moving out, then (as applicable) a new account will then be opened in the name of the suite owner or in the name of the suite owner care/of a new tenant. Each time that the addressee for the CARMA account changes, then a new account must be created by CARMA and a new account setup charge applies. This is the case whether a tenant is being added, or where the account is re-opened in the name of the suite owner upon a tenant's move-out. Even though the unit may be vacant, monthly service charges and any Metered Commodity used will be billed to the unit owner.

3. BILLING

3.1 Bill Format for Low-Volume Consumers

For electricity bills issued to customers in Ontario, CARMA will present the bills in accordance with O. Reg 275/04: Information on Invoices to Low-Volume Consumers of Electricity.

3.2 Billing Frequency

CARMA may render bills to its customers on either a monthly, bi-monthly, quarterly or annual basis or such other periodic basis as may be determined from time-to-time or as directed by applicable laws.

3.3 Billing Errors

3.3.1 Under-Billing

Where a customer has been under-billed, except where such under-billing results from the customer's actions, the maximum period of under-billing for which CARMA is entitled to be paid is two (2) years.

If CARMA issues a bill to an eligible low-income consumer for an under-billed amount, the customer will be notified about the options of paying the amount. In this case the under-billed amount can be paid over a period up to two (2) years. At any time, the customer may request to reduce the payment period.

If a customer is under-billed and is not responsible for the error, the customer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two years (e.g., if a customer has been under-billed for 6 months, they will have six (6) months to pay the under-billed amount).

When a customer's actions have caused or lead to the under-billed amount, CARMA may require payment of the full amount on the next bill or on a separate bill.

These rules do not apply when CARMA has under-billed or over-billed a customer but issues a corrected bill within sixteen (16) days of the date the incorrect bill was issued.

CARMA will charge interest on under-billed amounts where the customer was responsible for the error (e.g, whether by way of tampering, willful damage, unauthorized utility use, failure to provide an utility services contract/enrollment form upon occupancy, or other unlawful actions).

3.3.2 Over-Billing

Where a customer has been over-billed, the maximum period of over-billing for which the consumer is entitled to be repaid is two (2) years.

If a customer has been over-billed by an amount equal to or greater than the customer's average bill, the customer has the option of receiving a cheque or a credit on their next bill.

If a customer has been over-billed and the amount is less than the customer's average bill, the customer will receive a credit on their next bill. If the customer has outstanding arrears, CARMA may apply the over-billed amount to the arrears first, and may credit or repay the balance to the customer.

3.4 Estimating Bills

CARMA will make reasonable attempts to obtain a meter reading for all regular Metered Commodity bills for the customer. Bills will only be estimated when CARMA has not been able to obtain a successful meter reading. Bills will be estimated based on the consumption history of the customer.

3.5 Issuance of Bills

Bills may be sent by email, mail or made available over the internet. A paper bill service fee of $2.85 per bill will be applied to customers who elect to receive a paper bill.

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

4. PAYMENT

4.1 Payment Methods

Customers may pay their bill using any of the following methods:

- Cheque, or money order mailed with the remittance portion of the bill to CARMA's office located at 132 Walsh Road, Lindsay ON K9V 4R3;
- At any major Canadian financial institution;
- ATM;
- Internet and/or telephone banking services offered by your bank;
- Credit or Debit Card (a service charge of 1.75% of the total payment will apply for payments using this method);
- Pre-Authorized Payment Plan; or
- Telpay.

The minimum payment period (before a late payment penalty can be applied) will be at least twenty (20) days from the Billing Date (as defined below).

The "**Billing Date**" means:

a. If sent by mail, three (3) days after the date on which the bill was printed by CARMA;
b. If made available over the internet, on the date on which an e-mail is sent to the customer notifying the customer that the bill is available for viewing over the internet;
c. If sent by e-mail, on the date on which the e-mail is sent; or
d. If sent by more than one of the methods listed in paragraphs (a) to (c), on whichever date of deemed issuance occurs last.

A bill payment is deemed to be received from the customer;

- three (3) days before it is received by CARMA, if sent by mail;
- on the date when the payment is acknowledged by a bank; or
- when the credit card payment is acknowledged by the financial institution.

Any payment made after 5:00 p.m. (Eastern Time) is still effective on the day the payment is made. If a due date is a non-Business Day, it is extended to the next Business Day.

4.2 Pre-Authorized Payment

CARMA offers a pre-authorized payment plan where the bill amount will be automatically withdrawn from the customer's bank account on the due date indicated on the customer's bill. The customer will continue to receive regular statements showing meter readings, utility consumption, payments and charges to date.

To apply for the pre-authorized payment plan, customers must complete an authorization form, available on CARMA's website at www.carmabillingservices.com and submit it with a voided cheque.

The customer can cancel the pre-authorized payment plan by written submission to CARMA thirty (30) Business Days prior to payment date.

4.3 Non-Payment Collection Policies

If at any time a customer's account is in arrears or if the customer fails to perform any other obligation hereunder CARMA may, in addition to all other remedies, discontinue the service and/or terminate the agreement with the customer, subject to compliance with all applicable laws.

CARMA may exercise all rights and remedies to collect arrears, including sending uncollected amounts to a collection agency at its sole and absolute discretion. All customer accounts sent to a collection agency will be subject to a $40.00 charge. CARMA shall not be liable for any effect to a customer's credit rating/score when arrears are sent to a collection agency.

4.4 Arrears Payment Agreements

CARMA will make arrears payment agreements available to any customer unable to pay their electricity service charges.

If a customer, who is unable to pay their electricity service charges declines an arrears payment agreement, CARMA may proceed with disconnection and is not required to offer an arrears payment agreement after disconnection. Any security deposit will be applied to the amounts owing before entering into an arrears payment agreement.

4.4.1 Down Payment

Residential customers may be required to make a down payment of up to fifteen (15) percent of the arrears, inclusive of any accumulated late payment charges when entering into an arrears payment agreement.

If an eligible low-income consumer enters into an arrears payment agreement for the first time, or a subsequent time, and has successfully completed a previous arrears payment agreement as an eligible low-income consumer, CARMA may require a down payment of up to ten (10) percent of the electricity charge arrears accumulated, including applicable late payment charges.

4.4.2 Payment Period

If a residential customer owes less than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is five (5) months.

If a residential customer owes more than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is ten (10) months.

The time periods to repay arrears under a low-income arrears payment agreement are:

- Eight (8) months if the amount the customer owes is less than or equal to two (2) times their average monthly bill;
- Twelve (12) months if the amount the customer owes is more than two (2) and less than or equal to five (5) times their average monthly bill; or
- Sixteen (16) months if the amount the customer owes is more than five (5) times their average monthly bill.

4.4.3 Default

Where a residential customer defaults on more than one (1) occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge or an under-billing adjustment, CARMA may cancel the arrears payment agreement.

Customers will be given ten (10) days written notice before the arrears payment agreement is cancelled, and the arrears payment agreement will be reinstated if the customer pays in full before the cancellation date.

4.4.4 Successful Completion

If a residential customer successfully completes an arrears payment agreement, they can request a new arrears payment agreement after two (2) years of the completion date anniversary of the first arrears payment agreement.

If an eligible low-income consumer successfully completes an arrears payment agreement, they can request a new arrears payment agreement anytime thereafter.

However, if a new arrears payment agreement is requested within twelve (12) months of the end of the first successfully completed low-income arrears payment agreement, CARMA, may offer the new arrears payment agreement on the terms applicable to the standard customer arrears payment agreement. If a customer failed to perform their obligations under an arrears payment agreement and the arrears payment agreement was terminated, CARMA may require a customer to wait one (1) year before entering another arrears payment agreement.

4.5 Credit Refunds

CARMA will issue a refund where required for final accounts and only when the customer's accounts are in excess of $10.00. Refunds will be issued by cheque. Any refund cheques requiring a stop payment will be subject to charges. These charges for the stop payment and for the reissued cheque will be deducted from the refund amount.

5. SECURITY DEPOSITS

5.1 Deposit Requirements

Security deposits are collected to secure payment of future Metered Commodity charges. The standard security deposit amount required is $150, unless the customer only receives electricity sub-metering services and the required deposit using the calculation parameters set out in Section 5.2 results in a lower required security deposit. Where a customer receives service for more than one Metered Commodity, the security deposit will be equally allocated to each Metered Commodity. Notwithstanding the above, in select situations, certain commercial customers may be subject to an increased security deposit.

Security deposits may be collected: (a) when a customer initially applies for service; or (b) at the time any relevant exemptions (as set out in Section 5.4) no longer apply.

Security deposits will be reviewed annually to determine whether the deposit should be adjusted (increased or partially returned) for variances in rates, OEB requirements, payment history and customer consumption.

If a customer fails to pay a security deposit where required, the disconnection procedures set out in Section 7 of these Conditions of Service will take effect. The portion of security deposits allocable to electricity charges will be applied against any electricity arrears and must be insufficient to cover any amounts owing for the customer's electricity charges before a disconnection notice for electricity can be issued to a customer.

5.2 Calculation of Security Deposit for Electricity Sub-Metering Only Customers

Where a customer's only Metered Commodity is electricity, the amount of the security deposit will be the lower of $150 or the amount that is equal to the billing factor (as set out below) 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 CARMA'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

5.3 Security Deposit Payment Options

Security deposits may be paid to CARMA by way of the payment options set out in Section 2.7 of these Conditions of Service. For non-residential consumers, deposits may be in the form of an automatically renewing, irrevocable letter of credit from a bank as defined in the *Bank Act*.

Customers who receive electricity sub-metering services (with or without additional Metered Commodities) may pay a required deposit, an increase in a security deposit or a replacement of a deposit applied against arrears, in equal installments over at least six (6) months. When a security deposit has been applied against any electricity arrears, the customer may be required to repay the security deposit. The customer will be allowed to repay in equal instalments over at least six (6) months.

5.4 Exemptions

The requirements for a security deposit for a customer who receives electricity sub-metering services (with or without additional Metered Commodities) will be waived:

- Provided that the customer is able to provide a letter of reference confirming a one year good payment history (as described below) from another major Canadian gas or electric distributor;
- With the provision of an established acceptable credit check from one of the following companies: Equifax, Trans-Union or Dunn & Bradstreet;
- For an eligible low-income consumer, provided that such a consumer contacts CARMA Customer Care and requests a waiver and thereafter confirms their low-income eligibility;

- In the case of a residential customer, if the customer participates in and meets the requirements of CARMA's pre-authorized payment plan, provided that a deposit may otherwise be required by CARMA as permitted by section 4.1.3B of the Code (if applicable); or
- The customer has maintained a good payment history (as described below) for the following period of time:

    - One (1) year for residential customers;
    - Five (5) years for non-residential customers with less than 50 kW demand; and
    - Seven (7) years for non-residential customers with 50 kW demand or greater.

If an exemption is retracted, the customer's next electricity bill will include a security deposit requirement.

5.5 Good Payment History

Electricity customers are considered to have a "good payment history" if all the following conditions are met:

- No more than one (1) disconnection notice has been issued with respect to the electricity service in the previous twelve (12) months;
- No more than one (1) bad cheque or pre-authorized payment has been returned for non-sufficient funds (NSF) with respect to the customer's electricity bills in the previous twelve (12) months; and
- No collection or disconnection trip has occurred with respect to the electricity service in the previous twelve (12) months.

5.6 Low-Income Consumers

If CARMA is notified by a LEAP Intake Agency that the agency is assessing the consumer for eligibility as a low-income consumer in relation to their electricity bill, the due date for payment of the security deposit shall be extended for at least twenty-one (21) days pending the eligibility decision of the LEAP Intake Agency.

Any customer who is granted an exemption under the criteria outlined above will have the exemption retracted in the event of:

- The provision of more than one (1) pre-authorized payments being returned for non-sufficient funds;
- The provision of more than one (1) NSF cheque payments in a two (2) year period;
- The delivery of more than one (1) notice of disconnection of service for non- payment; or
- The service is disconnected for non-payment.

5.7 Refunds and Interest

The portion of security deposits related to electricity sub-metering services will be refunded to the customer once a satisfactory payment history, as defined above, has been established for a period of twelve (12) consecutive months. All remaining security deposits will be refunded when a customer terminates their account with CARMA.

Interest on security deposits will be paid to customers on a yearly basis. Interest will be calculated at the rate prescribed by the OEB.

Interest on cash security deposits shall begin to accrue from date of receipt by CARMA at its head office or, for installment security billing deposits, interest shall begin to accrue from the date of receipt by CARMA at its head office of the last installment payment.

Security deposits will be applied to an account at the time of final billing for the customer. All interest will be calculated up to the date of final billing. Refunds will be issued within six (6) weeks of the final billing date.

6. DISPUTE RESOLUTION

A customer can dispute charges shown on the customer's bill or other matters by contacting and advising CARMA of the reason for the dispute.

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in any agreement with a customer, CARMA provides the following dispute resolution process:

Step 1 – The customer contacts a Customer Care Representative during regular business hours or through the Contact section of CARMA's website (https://carmacorp.com/). CARMA can be contacted by telephone, email or mail and will make every reasonable effort to address the dispute.

Step 2 – If a Customer Care Representative cannot resolve the dispute it can be escalated to the appropriate Senior Customer Care Representative or Customer Care Supervisor. If not immediately available, the Senior Customer Care Representative or Customer Care Supervisor will contact the customer within two Business Days.

Step 3 – If the Senior Customer Care Representative or Customer Care Supervisor cannot resolve the dispute, it can be escalated to the Customer Care Manager. If not immediately available, the Manager will contact the Customer within two Business Days.

Step 4 – If a customer remains unsatisfied with the resolution, they may submit disputes to the VP of Customer Care in writing, via fax, email or mail.

Step 5 – In the event that the dispute cannot be resolved with CARMA, it may be referred to an independent third-party complaint resolution agency or the OEB.

CARMA will maintain records of any complaint filed which will outline the nature of the complaint or dispute and the details of the resolution of the complaint.

7. DISCONNECTIONS AND RECONNECTIONS

7.1 Disconnection Rights

CARMA reserves the right to disconnect the supply of one or more Metered Commodities to a customer under, but not limited to, the following circumstances:

a) contravention of any applicable laws;

b) adverse effect on the reliability and safety of the unit sub-meter system or the exempt distributor's distribution system;

c) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the unit sub-meter system or the exempt distributor's distribution system;

d) failure to repair or replace any equipment owned by the customer that may affect the integrity or reliability of CARMA's meters and meter components;

e) a material decrease in the efficiency of the unit sub-meter system or the exempt distributor's distribution system;

f) a materially adverse effect on the quality of distribution services received by an existing connection;

g) inability of CARMA to perform planned inspections and maintenance;

h) failure of the customer to comply with a directive of CARMA that CARMA makes for the purposes of meeting its license obligations;

i) outstanding payments owed to CARMA, including for a security deposit;

j) failure to enter into a utility services contract/enrollment as required by these Conditions of Service;

k) failure to open an account with CARMA and assume responsibility for services delivered when the customer moves to an existing connected premises and consumes a Metered Commodity;

l) failure to open an account with CARMA after moving into a vacant premises;

m) intentionally avoiding bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acting fraudulently;

n) electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;

o) unauthorized Metered Commodity use (including diversion, fraud, or abuse by a customer);

p) in accordance with a court order, or for emergency, safety or system reliability reasons; or

q) any other conditions identified in these Conditions of Service.

7.2 Disconnection Due to Non-Payment

CARMA reserves the right to disconnect the supply of one or more Metered Commodities to a customer where the customer fails to make payment by the date that is twenty (20) days following the Billing Date (the "Billing Due Date").

CARMA may initiate collection actions on the next Business Day following the Billing Due Date if an outstanding balance remains.

CARMA will issue a reminder notice three (3) days after the Billing Due Date and a disconnection notice by mail or e-mail to the customer ten (10) days after the Billing Due Date. CARMA will make reasonable efforts to contact the customer directly. If a satisfactory payment arrangement has not been made within fourteen (14) days following the issuing of the disconnection notice, CARMA will make a reasonable effort to contact the customer by phone and e-mail forty-eight (48) hours prior to the disconnection of the service.

Disconnection notices sent to a customer will contain prescribed information, such as the earliest and the latest date disconnection may occur, the forms of payment a customer may use, that a OEB prescribed arrears management program may be available, the sources of obtaining additional assistance for eligible low-income consumers, and that disconnection may take place whether or not the customer is home at the time.

Residents who have provided documentation from a physician that disconnection will pose a significant health risk will receive sixty (60) days notice before being disconnected for non-payment.

CARMA will not be liable for any damage to the customer's (or surrounding) premises resulting from disconnection of service.

7.3 Suspending Disconnection Action

CARMA will suspend disconnection action for a period of twenty-one (21) days, if, during the disconnection notice period:

- a registered charity, government agency or social service agency advises CARMA that they are assessing whether the customer is eligible for bill payment assistance; or
- a third party who had previously been designated by the customer to revive any disconnection notices, advises CARMA they are attempting to arrange assistance to help the customer pay their bill.

CARMA must act on a disconnection notice within fourteen (14) days of its issuance or the lifting of a suspension. If disconnection does not occur within fourteen (14) days from the date of the notice or the lifting of the suspension, CARMA will issue a new disconnection notice and start the process again.

If it is discovered that the customer deferred disconnection by providing CARMA with false payment information, non-sufficient funds or other misleading information, CARMA will disconnect the service without further notification.

7.4 Reconnection Procedures

A reconnection service charge of $210.00 (or $410.00 after regular business hours) will be applied for each visit to a customer's premises to reconnect or attempt to reconnect services disconnected for non-payment. Upon reconnection, the reconnection service charge will be applied to the customer's account and will be charged to the customers subsequent bill.

The service will only be reconnected following satisfactory payment of the balance due, the reconnection charge and additional security deposit if deemed necessary. The customer or their representative, over the age of 18, must be present at the time the service is reconnected.

If the electricity service has been disconnected for a period of six (6) months or longer, the Electrical Safety Authority must inspect the premise before CARMA can reconnect the service. It is the customer's responsibility to arrange and pay for the inspection.

7.5 Winter Disconnection – Residential

CARMA will refrain from the disconnection of electricity services for non-payment during the Winter Period.

Customers whose electricity service has been disconnected prior to November 15th will remain disconnected throughout the Winter Period until CARMA receives satisfactory payment of the balance due, the reconnection charge and additional security deposit if deemed necessary.

7.6 Winter Disconnection – Retail and Commercial

CARMA will continue to disconnect retail and commercial services for non-payment during the Winter Period in accordance with section 7 of these Conditions of Service.

8. CUSTOMER AND CARMA RIGHTS AND OBLIGATIONS

8.1 Customers Rights

The customer has the right to receive accurate billing information in accordance with these Conditions of Service and subject to applicable laws.

Customer information (including consumption, allocation and payment information) is collected, used and disclosed in accordance with applicable privacy laws and CARMA's privacy policy, a copy of which can be found at https://carmacorp.com/privacy-policy/. CARMA will only make customer information available as described in these Conditions of Service, any customer agreement with CARMA or CARMA's privacy policy.

8.2 CARMA Rights

8.2.1 Access to Customer Property

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

8.2.2 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 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, CARMA may disconnect the supply of Metered Commodities to the customer.

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

8.2.3 Operating Control

The customer will provide a convenient and safe place, satisfactory to CARMA, for installing, maintaining and operating its equipment, if any, in, on or about the customer's premises. CARMA 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 CARMA has no control.

No person shall remove, replace, alter, repair, inspect or tamper with CARMA's equipment, if any, except CARMA (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 CARMA equipment that has been damaged or lost by the direct or indirect act or omission of the customer or its representatives.

8.2.4 Customer Equipment

The customer will be required to repair or replace any equipment owned by the customer that may affect the integrity or reliability of CARMA'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, CARMA may disconnect the supply of electricity to the customer.

8.2.5 Physical Structures

Construction, maintenance and repairs of all structures housing and/or supporting the electrical, mechanical or gas infrastructure, as applicable, and CARMA'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 safekeeping conditions of its electrical, structural and mechanical facilities located on private property.

8.2.6 Metering Services Identification

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.

8.2.7 Workspace

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

8.2.8 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 CARMA (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection.

8.3 Interruptions to Supply

CARMA will attempt to provide customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. CARMA will attempt to notify customers within two (2) Business Days of interruption of power, wherever possible. However, CARMA may not be able to provide customers with notice of a power interruption if the cause of the outage is related to an unplanned outage or if there is an emergency situation that may involve injury to persons, damage to property or any unsafe condition. CARMA is not responsible, and will not be held liable, for any damages due to a power interruption, planned or otherwise.

Customers who require an uninterrupted source of power for life support equipment must provide their own alternate power source for such purposes. Customers with life support systems are encouraged to inform CARMA of their medical needs and their available backup power. The customer is responsible for ensuring that the information they provide to CARMA is accurate and up to date. The customer is also responsible to supply and maintain their own equipment for electrical operation of a life support system.

9. METER POLICIES AND PROCEDURES

9.1 Location of Meter

The location of a customer's sub-meter, for any residential and/or commercial customer, shall be in compliance with CARMA's specifications.

9.2 Meter Reading

CARMA shall have access to the customer's property and electronic access to the metering equipment for meter reading purposes.

9.3 Final Meter Reading

The customer shall notify CARMA in the event that a service is no longer required. The customer shall provide a minimum of ten (10) Business Days' notice to CARMA prior to the termination date to allow CARMA to arrange for a final meter reading.

9.4 Meter Dispute Testing

CARMA will begin the investigation by assessing the customer's account and investigating any potential meter reading errors or associated billing errors. A meter dispute charge of $30.00 will apply. The results of the investigation and additional meter management documentation shall be forwarded to the customer.

If the customer is not satisfied with the results of the investigation, CARMA will arrange for a remote load test to determine meter assignment. If the customer is not satisfied with the load test then, for a fee of $185.00 per hour, a site visit may be arranged to verify accuracy of the customer's meter and billing.

If the customer remains unsatisfied at this point, CARMA will inform the customer that assistance from Measurement Canada will be necessary to resolve any disputes. Measurement Canada has jurisdiction in dispute investigations involving the condition or registration of a meter or metering installation.

If the customer requests assistance from Measurement Canada, Measurement Canada will verify the accuracy of the meter, metering installation and billing. The customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, CARMA will make necessary adjustments to the customer's bill.

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

9.5 Meter Change Outs

Meters are changed out or re-verified according to Measurement Canada standards and policies. CARMA shall have access to the customer's building and unit for this purpose. The building's management shall permit, provide and maintain access to metering equipment for CARMA's use.

9.6 Meter Tampering

CARMA may notify Measurement Canada, police officials, the Electrical Safety Authority and other entities upon identification of meter tampering or possible meter tampering. Each customer acknowledges and consents to CARMA providing personal information about the customer to these entities to the extent reasonably related to meter tampering or possible meter tampering. Each customer shall cooperate with CARMA in its exercise of appropriate diligence in detecting and acting upon instances of tampering with metering equipment.

10. COMMODITY, SERVICE AND REGULATORY CHARGES

10.1 Summary of Charges

The detailed charges shown on a customer's bill may include: Electricity, Delivery, Regulatory Charges, Water, Natural Gas, and Heating and Cooling Energy.

10.1.1 Electricity

This is the cost of the electricity commodity supplied to the customer during the billing period. The charge may be split by time of use.

10.1.2 Delivery

This charge relates to customers who receive electricity sub-metering services and is made up of the following components:

Distribution Costs: The costs the utility incurs delivering electricity to the customer's home or business. This includes:

- *Distribution Charge* – The Distribution Charge represents the costs involved in delivering the electricity from the local utility to the customer's home or business, including the cost of building and maintaining infrastructure, such as wires and hydro poles. The Distribution Charge varies with the amount of electricity used.

- *CARMA's Customer Service Charge, Regulatory Administration Recovery, and Collection Loss Recovery* – The customer service charge (building-specific), regulatory administration recovery ($0.68 per bill), and collection loss recovery ($0.88 per bill) represent CARMA's costs to provide the electricity sub-metering services (e.g., meter reading, billing, customer service), implement and manage regulatory compliance and programs, and recover CARMA's bad debt cost. These amounts do not change with the amount of electricity used and may be updated annually.

- *OEB Unit Sub-Meter Provider ("USMP") Assessment:* The OEB USMP Assessment represents a pass-through of the annual OEB USMP Assessment. The 2024 OEB USMP Assessment is $0.35 per bill. The OEB USMP Assessment is calculated annually by the OEB and is subject to change.

Transmission Costs: The costs of delivering electricity from generating stations to the customer's utility along the high-voltage transmission system (also called transmission grid). Transmission costs vary with the amount of electricity used, and include:

- *Network Service Charge* – This charge covers the cost of delivering electricity from the generating stations to the customer's utility through the transmission system.

- *Line and Transformation Connection Service Charge* – This charge covers the costs that the customer's utility incurs in connecting to the transmission lines, as well as the cost of transforming electricity from the high voltages used in the bulk transmission system to the lower "distribution voltages" used by the customer's local utility.

10.1.3 Regulatory Charges

This charge relates to customers who receive electricity sub-metering services and covers the cost of services provided by the Independent Electricity System Operator (the "**IESO**"). The IESO operates Ontario's competitive electricity market, where electricity is bought and sold. This charge also includes a charge for Rural and Remote Rate Protection, which all customers pay to off-set the higher cost of distributing electricity to consumers in rural and remote areas of Ontario.

10.1.4 Water

This is the cost of water consumption and sewer services supplied to the customer during the billing period. The charge may be separated into cold water and hot water, depending on the customer's location. In addition, a stand-alone customer service or administration charge for water sub-metering services may be included representing CARMA's costs to provide the sub-metering services (e.g., meter reading, billing, customer service), implement and manage regulatory compliance and programs, and recover CARMA's bad debt, as described above.

10.1.5 Natural Gas

This is the cost of natural gas consumption supplied to the customer during the bill period. In addition, a stand-alone customer service or administration charge for natural gas sub-metering services may be included representing CARMA's costs to provide the sub-metering services (e.g., meter reading, billing, customer service), implement and manage regulatory compliance and programs, and recover CARMA's bad debt, as described above.

10.1.6 Heating and Cooling Energy

This is the cost of heating and cooling energy supplied to the customer during a billing period for the purpose of heating or cooling the customer's unit. In addition, a stand-alone customer service or administration charge for heating and cooling energy sub-metering services may be included representing CARMA's costs to provide the sub-metering services (e.g., meter reading, billing, customer service), implement and manage regulatory compliance and programs, and recover CARMA's bad debt, as described above.

10.2 Miscellaneous Charges

In addition to charges for the Metered Commodities consumed at or allocated to individual suites and units and charges for CARMA's services, miscellaneous charges include, but are not limited to, those outlined in Appendix A.

10.3 Rental Charges

CARMA may pass-through all or a portion of a rental charge for certain equipment, 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.

10.4 Late Payment Charges

Customers are allowed twenty (20) days from the Billing Date to make payment. A late payment charge of 1.5% per month (19.56% per annum) will be applied on all overdue accounts. If the customer makes a partial payment on or before the Billing Due Date, the late payment charge will apply only to the outstanding amount on the bill at the Billing Due Date.

Non-payment of the customer's Metered Commodity bill may lead to disconnection. CARMA prefers to work with customers to keep their accounts in good standing. If you're experiencing financial difficulties, please contact customer service to discuss payment options.

10.5 Account Collection Notice

Prior to sending a customer account to a collection agency or contemporaneously sending a customer account to a collection agency (which will be subject to a charge, as described above), in the event a customer has an overdue account in any given month, CARMA may send an account collection notice that may be subject to a $40.00 charge.

11. GENERAL

11.1 Limitation of Liability

Notwithstanding any other provision in these Conditions of Service, CARMA shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages,

including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise. Notwithstanding anything in these Conditions of Service to the contrary, the maximum liability of CARMA shall not exceed the aggregate amount of CARMA's service charges paid to CARMA during the twelve (12) month period prior to the date of any claim for damages.

11.2 Force Majeure

Other than a customer's payment obligations hereunder, neither CARMA 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.

12. DEFINED TERMS

"**Arrears Payment Agreement**" means an arrears payment agreement available to any customer unable to pay their electricity service charges.

"**Bank Act**" means the Bank Act, S.C. 1991, c. 46.

"**Billing Date**" has the meaning set out in Section 3.7 of these Conditions of Service.

"**Billing Due Date**" has the meaning set out in section 6.2 of these Conditions of Service.

"**Business Day**" means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario.

"**CARMA**" means CARMA Corp.

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

"**Conditions of Service**" means this document, which sets out the terms and conditions upon which CARMA provides electricity, water, natural gas and heating and cooling energy sub-metering and/or billing services to residential and commercial customers.

"**disconnection notice**" means a notice sent to a customer stating that disconnection of a Metered Commodity will occur if the customer fails to make satisfactory payment and containing prescribed information.

"**Electricity Act**" means the Electricity Act, 1998, S.O 1998, c.15, Schedule A.

"**Electricity Consumer Protection Act**" means the Energy Consumer Protection Act, 2010, S.O. 2010, c. 8

"**Electrical Safety Authority**" means the person or body designated under the Electricity Act, 1998 regulations as the Electrical Safety Authority.

"**eligible low-income consumer**" has the meaning ascribed thereto in the Code.

"**Emergency Financial Assistance**" means emergency financial assistance under LEAP.

"**IESO**" has the meaning set out in Section 10.1.6 of these Conditions of Service.

"**LEAP**" means the Low-Income Energy Assistance Program established by the OEB.

"**LEAP Intake Agency**" means a social service agency, municipality or government agency that assesses a residential electricity consumer's eligibility for Emergency Financial Assistance.

"**Market Rules**" means the rules made under section 32 of the Electricity Act.

"**Measurement Canada**" means the federal government agency responsible for ensuring accuracy in the selling of measured goods and developing and enforcing the laws related to measurement accuracy.

"**Metered Commodities**" has the meaning set out in Section 1 of these Conditions of Service.

"**OEB**" means the Ontario Energy Board.

"**Ontario Energy Board Act**" means the Ontario Energy Board Act, 1998, S.O. 1998 c.15, Schedule B.

"**Regulations**" means the regulations made under the Electricity Act.

"Winter Period" means period commencing at 12:00 a.m. on November 15th in one year and ending at 11:59 p.m. on April 30th in the following year.

APPENDIX A

ADDITIONAL SERVICE CHARGES

Effective January 1, 2025

Customer Administration	
Arrears Certificate	$15.00
Statement of Account	$15.00
Pulling Postdated Cheques	$15.00
Account History	$15.00
Bill Reprint	$15.00
Credit Reference Letter	$15.00
Returned Payment Charge	$50.00 for the first occurrence and $75.00 for each additional occurrence.

All charges are subject to applicable taxes. Charges are subject to change from time-to-time.