

## **Connect My Data Terms and Conditions of Access and Use**

### **CONTEXT**

- A. Fort Frances Power Corporation is an Ontario local distribution company having its head office at 320B Portage Avenue, Fort Frances, Ontario (the “**LDC**”).
- B. [3<sup>rd</sup> Party] is a [jurisdiction] corporation having its head office at [address] (“**you**” or “**Applicant**”).
- C. Connect My Data (as defined herein) provides the LDC with the ability to enable Customers (as defined herein) to authorize the disclosure of Customer Data (as defined herein) to third-party service providers, such as the Applicant, for the purpose of review, analysis and management of energy usage;
- D. The Applicant wishes to access Connect My Data and shall accept these terms and conditions of access and use as part of the on-boarding process.

### **ACCEPTANCE AND AGREEMENT**

In consideration of being granted access to Connect My Data, the Applicant hereby accepts and agrees to be bound by the following terms and conditions (the “**Terms**”), and further acknowledges that the LDC is relying upon the Applicant’s representations, warranties, covenants, agreements and acknowledgments contained herein:

1. **Definitions.** Unless otherwise defined herein, the following terms shall have these defined meanings for purposes of these Terms:

“**Applicable Laws**” means all federal, provincial, municipal, local and other laws, standards, codes, regulations, ordinances or guidelines.

“**Applicant**” or “**you**” has the meaning set forth in the recitals.

“**Authorization End Date**” means, as selected by Customer, the date when on-going (future) data access is discontinued.

“**Claim**” has the meaning ascribed thereto in Section 3 below.

“**Connect My Data**” means the LDC’s Connect My Data platform.

“**Connect My Data Platform Terms**” has the meaning ascribed thereto in Section 1 above.

“**Customer**” means a customer that receives electric services from LDC.

“**Customer Data**” means energy data, as defined in O. Reg 633/21, which shall have the same accuracy and quality as data that would otherwise be provided to a Customer directly;

“**Days**” means calendar days, unless otherwise expressly stipulated.

“**LDC**” has the meaning set forth in the recitals.

“**Representatives**” means your organization’s directors, officers, employees, management, agents, consultants, contractors, subcontractors, advisors or other representatives who have a direct need to access Customer Data in the course of your business activities.

“**Service**” means the Applicant’s hosted service, mobile app or software application.

“**Terms**” has the meaning set forth in the preamble above.

2. **Applicant Obligations.** In consideration of being granted and continuing to receive access to Connect My Data, you covenant, agree, represent and warrant as follows:

*General*

- (a) The Applicant has full right, power, and authority to enter into and perform these Terms and its performance under these Terms will not conflict with any other obligation the Applicant may have to any other party.
- (b) The Applicant shall have completed the LDC’s registration and on-boarding process.
- (c) Any and all information delivered by Applicant to LDC or Customer, including without limitation in relation to its Registration, is and will remain complete, accurate, and valid information, and will be neither misleading nor contain any material omissions.
- (d) Applicant shall not hold itself out as a representative, affiliate, related party or agent of the LDC and shall not purport to offer any representations, warranties, covenants, guarantees or other agreements on behalf of the LDC.
- (e) Nothing herein shall be construed to grant Applicant any other right of access to any of LDC’s data, systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by the LDC or on its behalf.
- (f) Without limiting any other rights of LDC, LDC may suspend Applicant’s access to

Connect My Data at any time without notice where ordered by the OEB or where the LDC suspects, based on reasonable evidence and not mere speculation, that Applicant may be in material breach of any obligation hereunder and such material breach poses a risk of harm to Customers or poses an imminent threat of damage to physical security, cyber-security or safe and reliable operation of the LDC. In the event of any such suspension, LDC shall promptly notify the Applicant of the suspension, provide reasons for the suspension, and cooperate with the Applicant to investigate and resolve the issues that led to the suspension, and reinstate Applicant's access to Connect My Data. The LDC shall make all reasonable efforts to ensure that following the lifting of a suspension, previously provided customer authorizations shall continue to apply without the need for customer reauthorization. The LDC's obligations herein are conditional upon the Applicant cooperating with the LDC in relation to the foregoing.

#### *Customer Data*

- (g) Applicant shall comply with all Applicable Laws in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
- (h) Applicant shall comply with the LDC policies and protocols described in Appendix "A", as may be amended from time to time, in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
- (i) Applicant shall use and disclose Customer Data only for the limited purpose(s) expressly identified to, and as consented to by, the Customer.
- (j) The Applicant has established, implemented and maintains appropriate privacy, security and other measures, controls and technologies to comply with the obligations described herein and to protect Customer Data against unauthorized or unlawful processing and against accidental use, loss, destruction, damage, alteration or disclosure, which measures shall be regularly updated in accordance with industry standard practices.
- (k) Applicant will immediately notify LDC upon discovery of any actual or suspected breach, unauthorized or unlawful, or compromise of the privacy, security, confidentiality or integrity of Connect My Data. Such notice will include:
  - (i) a summary of the issue, facts and status of the Applicant's investigation of the incident;
  - (ii) the potential number and identification of Customers affected by the incident; and
  - (iii) any other information pertinent to LDC's understanding of the incident.

3. **Indemnification.** Applicant will defend, indemnify and hold LDC, its affiliates and their respective officers, directors, employees, sublicenses, consultants, Customers, Representatives and agents harmless from and against any and all claims, losses, liabilities, damages, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, expenses and costs, including attorneys' fees and court costs ("Claim(s)"), arising out of or related to:

- (a) any actual or alleged breach of any representation, warranty, covenant or other provision of any term contained herein by the Applicant or its Representatives;
- (b) any actual or alleged infringement of any intellectual property rights by the Service, or Customer's use of the Service; or
- (c) any unauthorized use, disclosure, dissemination or destruction of Customer Data.

LDC shall give prompt written notice of a Claim and LDC will have the right (but no obligation) to participate in the defense of such Claim. In no event will the Applicant settle any Claim without LDC's prior written consent.

4. **Warranty Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CONNECT MY DATA PLATFORM IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONNECT MY DATA PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION IN RESPECT OF ACCURACY OF CUSTOMER DATA, AND LDC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONNECT MY DATA PLATFORM, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. LDC FURTHER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE CONNECT MY DATA PLATFORM, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE CONNECT MY DATA PLATFORM WILL MEET YOUR REQUIREMENTS, AND THAT THE OPERATION OF THE CONNECT MY DATA PLATFORM WILL BE UNINTERRUPTED, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR- FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LDC, ITS REPRESENTATIVES, OR LICENSORS SHALL CREATE ANY SORT OF WARRANTY.

- 5. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LDC BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS AND/OR BREACH OF DATA, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CONNECT MY DATA PLATFORM OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE) AND EVEN IF LDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

WITHOUT LIMITING THE FOREGOING, THE LDC SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION UNDERTAKEN IN A MANNER INCONSISTENT WITH THIS AGREEMENT WHERE SUCH ACTION OR INACTION WAS REQUIRED BY APPLICABLE LAW.

**6. Termination of Access.**

- (a) These Terms are effective on the date upon which you accept them and remains in force and applies for the duration of your use of Connect My Data or until termination of your right to do so.
- (b) LDC may with notice terminate your right of access to Connect My Data immediately upon your material breach of any provision contained in these Terms or in accordance with any OEB order. If reasonably curable, you shall be afforded the opportunity to cure such material breach within 15 days of receiving notice of said breach.

**7. Customer Data Retention & Destruction**

- (a) Where required by Applicable Law, the Applicant shall destroy or delete Customer Data.

**8. General.**

- (a) Any provision in these Terms which, by its nature, would reasonably be expected to survive termination, shall survive termination of these Terms and the Applicant's right of access to Connect My Data.
- (b) You acknowledge that nothing in these Terms shall be construed as creating a partnership, joint venture or agency relationship between you and LDC. You shall not advertise, promote, or suggest in any manner that the Services you provide to

Customers in connection with Connect My Data are provided by, sponsored by, or associated in any way with LDC, or that you are employed by, affiliated with, or sponsored by LDC, except to state that you have successfully completed all requirements for your use of Connect My Data. During the term of these Terms, you shall insert the following language in each contract pursuant to which you will provide the Service to Customers: “LDC is not a party to these Terms, and shall have no liability whatsoever with respect to any of the services that are the subject of this contract. The services provided under this contract are not provided, licensed, warrantied or sponsored by LDC.

- (c) The laws of the Province of Ontario and the federal laws of Canada applicable therein govern the Terms and your use of Connect My Data. Any litigation related to the Terms or your use of Connect My Data must be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the Province of Ontario or the federal courts of Canada. LDC reserves the right to seek any and all remedies available at law or in equity for your violation of the Connect My Data Platform Terms.
- (d) You may not assign your rights or obligations under the Terms. Any unauthorized assignment will be void.
- (e) A waiver of any breach or default under the Terms shall not constitute a waiver of any subsequent breach or default.
- (f) If a court of competent jurisdiction holds that any provision of these Connect My Data Platform Terms are invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Connect My Data Platform Terms.
- (g) These Connect My Data Platform Terms constitute the entire agreement between LDC and you with regard to your use of Connect My Data and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon LDC unless made in writing and signed by an authorized representative of LDC.
- (h) Any term or condition on any other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected.
- (i) LDC reserves the right to modify the Terms at any time where required by Applicable Law and with notice to you. You acknowledge and agree that such modified terms become effective upon delivery of notice.

## **APPENDIX “A”**

### **LDC Policies**

This Appendix “A”, and any policy set forth herein, may be updated, amended or modified from time to time by the LDC at its sole discretion.

Privacy Policy Regarding Privacy of Energy Data (required by Ontario Regulation 633/21 s. 3(4))

# FFPC Privacy Policy

## Purpose

- (1) This policy establishes controls governing our interactions with the Personal Information in our care by:
  - (a) Identifying the roles and responsibilities of our staff with respect to our management of Personal Information;
  - (b) Ensuring our compliance with applicable privacy legislation through the incorporation of:
    - (i) The IPC's privacy by design principles; and
    - (ii) *PIPEDA*'s fair information principles; and
  - (c) Informing our customers about how we protect Personal Information throughout the information lifecycle of:
    - (i) Design;
    - (ii) Collection;
    - (iii) Use;
    - (iv) Retention;
    - (v) Disclosure; and
    - (vi) Disposal.

## Scope

- (1) This policy applies to any individual that collects, uses, retains, discloses, or disposes of Personal Information on our behalf.

## Roles and Responsibilities

- (1) Our Board of Directors shall:
  - (a) Adopt and regularly review our *Privacy Policy*;
  - (b) Designate our Finance & Regulatory Officer as:
    - (i) Our Privacy Official for the purposes of *PIPEDA*; and

- (ii) The head of our institution for the purposes of *MFIPPA*.
- (2) Our President & CEO shall:
  - (a) Appoint and direct a Finance & Regulatory Officer;
  - (b) Enforce our *Privacy Policy*; and
  - (c) Approve our related privacy procedures.
- (3) Our Finance & Regulatory Officer shall:
  - (a) Develop, maintain, and implement:
    - (i) Our *Privacy Policy*; and
    - (ii) Our related privacy procedures, including but not limited to our:
      - (1) Privacy impact assessment procedures;
      - (2) Notice of collection procedures;
      - (3) Records management procedures;
      - (4) Information disclosure procedures;
      - (5) Privacy training procedures; and
      - (6) Privacy auditing procedures;
  - (b) Participate in our Information System Risk Analysis processes; and
  - (c) Report to the IPC on our behalf.
- (4) Our staff shall:
  - (a) Protect any Personal Information they have access to in accordance with this policy; and
  - (b) Work collaboratively with our Finance & Regulatory Officer on all matters related to privacy.

## **Personal Information Lifecycle**

## Design

- (1) Personal Information protection requirements based on the IPC's privacy by design principles shall be embedded in the design of all our business activities that incorporate Personal Information.
- (2) Prior to approval, proposed changes to our business activities that incorporate Personal Information shall initiate a ***Privacy Impact Assessment Procedure*** led by our Finance & Regulatory Officer.
- (3) Existing business activities that have not yet undergone a Privacy Impact Assessment shall be reviewed by our Finance & Regulatory Officer in accordance with our ***Privacy Impact Assessment Procedure***.

## Collection

- (1) Collection of Personal Information shall be limited to what is authorized and necessary to conduct our business activities.
- (2) Personal health information shall not be collected unless it is explicitly required for a specific business activity.
- (3) Notices of collection shall be maintained at all points of Personal Information collection to satisfy the notification requirements under Section 29(2) of ***MFIPPA***, which include informing individuals of:
  - (a) The legal authority for the collection of Personal Information;
  - (b) The principal purpose for which the Personal Information is intended to be used; and
  - (c) The title, business address and telephone number of someone who can answer questions about the collection of Personal Information.
- (4) Customers providing Personal Information or authorizing a third party to disclose Personal Information to us signifies consent to our collection, use, retention, disclosure, and disposal of Personal Information in accordance with this policy.
- (5) We may be required to collect or disclose Personal Information for several reasons, including but not limited to:
  - (a) Electricity delivery processes;
  - (b) Construction and maintenance services;
  - (c) Security deposits;
  - (d) Providing customers with information on our upcoming initiatives or services;

- (e) Identifying a customer's special requests or needs;
  - (f) Responding to inquiries from governing bodies; or
  - (g) Protecting the rights, property, and safety of our employees.
- (6) We may collect Personal Information in a variety of manners, including but not limited to:
- (a) In person;
  - (b) By telephone;
  - (c) By mail or fax;
  - (d) Over the internet or from cookies on our public website; or
  - (e) From third parties.
- (7) Our public website may contain links to other websites that are subject to their own privacy policies. We do not accept any responsibility or liability for our customers' use of any third-party websites. We encourage our customers to review the privacy policies of any third-party websites before submitting any Personal Information through these websites.
- (8) We may collect the following Personal Information from our customers:
- (a) Name;
  - (b) Date of birth;
  - (c) Copies of Government-issued photo identification;
  - (d) Mailing address and previous address history;
  - (e) Email address;
  - (f) Telephone number;
  - (g) Meter readings;
  - (h) Bank account and payment details;
  - (i) Reference and credit checks;
  - (j) Account security PIN; and
  - (k) Names of other individuals authorized to access a customer account on the customer's behalf.

## Use

- (1) Personal Information shall only be used for the purposes described during its collection.
- (2) Physical files containing Personal Information shall be:
  - (a) Accessed or copied only when necessary to complete our business activities;
  - (b) Appropriately labelled; and
  - (c) Returned to an appropriately secured record storage area when not in use.
- (3) Digital files containing Personal Information shall be accessed in compliance with our ***IT Resources Policy***, which outlines various security controls necessary for the protection of Personal Information
- (4) Verbal discussions with customers involving Personal Information shall be conducted in private.

## Retention

- (1) Personal Information shall be appropriately secured and protected.
- (2) Personal Information shall be retained only for as long as is necessary to conduct our business activities.
- (3) Retention periods shall be determined based on:
  - (a) Ongoing customer relationships;
  - (b) Expressed customer consent (such as a testimonial on our website, etc.);
  - (c) Legislation; and
  - (d) Reporting requirements.
- (4) Personal Information shall be organized into Personal Information Banks that are capable of being retrieved from using an individual's name, identifying number, or a particular assigned to an individual.
- (5) Personal Information shall be categorized and appropriately labelled according to the purpose for which it was collected.
- (6) An index of our Personal Information Banks shall be published on our public website and include the following information for each Personal Information Bank:
  - (a) Its name and location;

- (b) The legal authority for its establishment;
- (c) The types of Personal Information maintained in it;
- (d) How the Personal Information is used on a regular basis;
- (e) To whom the Personal Information is disclosed on a regular basis;
- (f) The categories of individuals about whom Personal Information is maintained;  
and
- (g) The policies and practices applicable to the retention and disposal of the Personal Information.

## Disclosure

- (1) Requests for access to Personal Information shall be made in accordance with our ***Information Disclosure Procedure***.
- (2) We shall disclose Personal Information only in accordance with our ***Information Disclosure Procedure*** and legislative requirements outlined in ***PIPEDA*** and ***MFIPPA***.
- (3) Breaches of privacy arising from the unauthorized collection, use, disclosure, or disposal of Personal Information should be immediately reported to our Finance & Regulatory Officer.

## Disposal

- (1) All records of Personal Information shall be securely destroyed once determined to be eligible for disposal in accordance with the ***Records Management Procedure***.

## Training

- (1) All our staff that have access to Personal Information shall be prescribed basic privacy training that identifies their compliance requirements.

## Review

- (1) Our ***Privacy Policy*** shall be reviewed annually by our Board of Directors.
- (2) Our privacy procedures shall be reviewed annually by our Finance & Regulatory Officer.
- (3) Our Finance & Regulatory Officer shall be authorized to commit minor revisions to our ***Privacy Policy*** without reporting them to our Board of Directors, provided that these changes do not alter the content or intent of the affected document and relate only to:
  - (a) Formatting;
  - (b) Numbering;

- (c) Typos;
- (d) Grammar; or
- (e) Spelling.

## Contact Information

- (1) Questions, concerns, or comments regarding our *Privacy Policy* may be communicated to us through one of the following methods:
  - (a) Website: [www.ffpc.ca/contact-us](http://www.ffpc.ca/contact-us)
  - (b) Email: [info@ffpc.ca](mailto:info@ffpc.ca)
  - (c) Phone: 807-274-9291
  - (d) Fax: 807-274-9375

## Definitions

- **“FFPC”** means the Fort Frances Power Corporation.
- **“IPC”** means the Information and Privacy Commissioner of Ontario.
- **“IT”** means information technology.
- **“MFIPPA”** means Ontario’s *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.
- **“Our”** means the Fort Frances Power Corporation’s.
- **“Personal Information”** means information that can identify an individual directly or through other reasonably available means. This definition shall be interpreted in a manner that conforms with the minimum requirements of applicable provincial and federal privacy legislation.
- **“Personal Information Bank”** means a collection of Personal Information that is organized and capable of being retrieved using an individual’s name, an identifying number, or a particular assigned to an individual.
- **“PIPEDA”** means Canada’s *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.
- **“Privacy Impact Assessment”** means a privacy management tool used to identify the potential effects that a proposed or existing information system, technology, program, process or other activity may have on an individual’s privacy.
- **“Us”** means the Fort Frances Power Corporation.

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