



# Direct Energy Terms and Conditions

These Terms and Conditions are applicable to Residential and Small Business customers who consume less than 250,000 kWh/year of electricity and/or 2,500 GJ/year of natural gas. Direct Energy agrees to coordinate the supply of all Energy for each of the Sites, defined below, and on any applicable schedules (collectively the Sites) under these terms and conditions, as set out in the Product Sheet, and in the attached Standard Terms and Conditions (the Product Sheet, any applicable schedules, the Direct Energy Terms and Conditions, and the Standard Terms and Conditions together form the Contract). You agree to purchase your Energy for the Site(s) listed in the Product Sheet (included) and on any applicable schedules from Direct Energy for the Initial Term and Energy Charge (natural gas and/or electricity price) indicated in the Product Sheet. You also acknowledge and agree that in addition to the Energy Charge, you will pay all other charges listed in this Contract including, but not limited to, a Site Administration Fee. This Contract relating to the plan you have chosen in the Product Sheet replaces any previous Contract that you may have had under another Direct Energy plan.

## 1.0 GENERAL TERMS

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

### 1.1 Key Terms

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

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

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

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

“Initial Term” of this Contract will begin on the Start Date listed in the Product Sheet, or the date that your utility changes the name of your supplier to Direct Energy, and will continue for the period set forth in the Product Sheet for the plan you select.

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

“Site Administration Fee” means, a monthly fee of \$12.50 per Site for single fuel plans or \$10.00 per Site for dual fuel plans (as applicable).

### 1.2 Billing

a) The payment must be received by Direct Energy on or before the Late Payment Penalty Date shown on the front of the bill to avoid a late payment penalty charge. Please allow sufficient time for payments to reach our office by the Late Payment Penalty Date. Some financial institutions take up to four (4) business days to transmit payments to our office. Any balance forward is overdue. There may be a charge for each cheque that is returned due to insufficient funds. Please note that if your payment does not reach Direct Energy by the Late Payment Penalty Date, you will be subject to a monthly penalty calculated at a rate of 1.5% compounded monthly (19.56% per year). The 1.5% is a penalty for default, not an arrangement to advance credit to you.

#### b) Recurring Payment:

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

I warrant and guarantee that all person(s) whose signature(s) are required to sign on this account have signed the “Optional Payment Methods” or “Optional Payment Plan” section of the Product Sheet.

I authorize Direct Energy to draw or deposit on my account number with

the branch of the financial institution where I maintain an account. This authorization may be cancelled at any time upon notice by me.

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

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

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

I acknowledge that my bank is not required to verify that an RPP has been issued in accordance with the particulars of my authorization including, but not limited to, the amount. I acknowledge that my bank is not required to verify that any purpose of payment for which the RPP was issued has been fulfilled by Direct Energy as a condition to honoring an RPP issued or caused to be issued by Direct Energy on my account. Revocation of this authorization does not terminate any contract for goods or services that exists between me and Direct Energy. My authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

An RPP may be disputed by me under the following conditions:

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

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

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

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

### 1.3 Renewals

When the Initial Term is about to expire, we may, at our sole discretion, provide you with notice of our intent to renew this Agreement at least thirty (30) days prior to the expiration of this Agreement. Provided that we have sent you a renewal notice (as contemplated in the foregoing sentence), you hereby consent to having this Agreement automatically renewed on a month-to-month basis (each a “Renewal Term”). In the event that this Agreement is renewed, you acknowledge and agree that: (a) your Agreement will automatically renew monthly until: (i) we advise you otherwise; or (ii) the Agreement is cancelled by you or by Direct Energy (in accordance with Section 1.5); (b) we will not have any obligation to provide you with any renewal notices during any Renewal Term; (c) Energy will continue to be provided to you during the Renewal Term on a Flex Plan, regardless of the Energy Plan that you selected for the Initial Term; (d) Energy will be provided to you under Direct Energy’s then-prevailing plan for customers (see <http://www.directenergy.ca/terms-and-conditions> for further details); (e) certain charges may apply (namely, an Administration Charge, a Service Fee, Third Party Charges, or any combination of these charges); and (f) these Terms and Conditions will apply during any Renewal Term, unless we notify you otherwise. Please remember that you always have the option to cancel this Agreement (see Section 1.5).

### 1.4 Switching

You may switch from the energy plan you selected on the Product Sheet (included) to any other available Direct Energy plan for ten (10) days after a copy of the signed Contract is received by us. After the ten (10) day period, if you switch from one energy plan to another, you may be charged Early Exit Fees and/or Device Cost Recovery Fees.

Please see your Contract documents to see if those fees apply to your plan(s). Notice of your desire to switch plans must be given to us either (i) in writing, or (ii) by phone, by contacting our call centre at the number set out on the Product Sheet.

## 1.5 Termination

**Your Right to Terminate:** You may cancel this Contract by providing us with thirty (30) days' notice in writing, or by contacting our call centre at the number set out on the Product Sheet and giving notice by phone. Should you cancel this Contract during the Initial Term, you will not be charged Early Exit Fees and/or a Device Cost Recovery Fee, unless indicated under the terms applicable to your plan.

**Our Right to Terminate:** By signing up with us, you are affirming to us that you have provided us with your correct and complete name, address, and contact information and you do not have any outstanding balance with us. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, we may terminate this Contract and your service immediately. Also, if: (a) for any reason performance of this Contract becomes materially uneconomical to Direct Energy; (b) Direct Energy is otherwise unable to continue this Contract; (c) a court or administrative agency takes action that renders ineffective any material provision of this Contract, prohibits material performance under this Contract, or otherwise constitutes a material adverse change for us; (d) an Unexpected Event occurs that materially impacts our ability to perform our obligations under this Contract; or (e) you otherwise breach this Contract, including failure to make payment, Direct Energy can terminate this Contract after giving you at least thirty (30) days' advance written notice. If Direct Energy terminates this Contract, you must still pay all Direct Energy charges and fees, including Early Exit Fees and/or Device Cost Recovery Fees, through the date you are switched to another supplier or returned to the regulated rate supplier for service. Your termination will not be effective until the next regularly scheduled meter read date following the date on which Direct Energy gives notice to your default provider of Direct Energy's termination request.

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

## 1.6 Material Changes to this Contract

Before making any material changes to your Contract, we will first send you written notice at least fifteen (15) days in advance. Written notice will be provided either through a separate document or on your bill. Notice is not required for any change that benefits you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Contract." If you're satisfied with the changes, there's nothing else you have to do to continue to receive service. If you find the changes unacceptable, you may choose to terminate your Contract before the changes go into effect. Terminating your Contract does not excuse you from paying all outstanding balances, including any additional fees on your account.

## 1.7 Assignment

You may not assign this Contract without our prior written consent. We may: (a) transfer or sell this Contract or your account in connection with any financing; (b) transfer or assign this Contract to anyone succeeding to all or substantially all of our assets or of our business segment; and (c) transfer this Contract to another authorized supplier. After assignment, we will have no further obligations under this Contract.

## 1.8 Eligibility:

These offers are available to customers who enroll in either electricity and/or natural gas plans.

## 2.0 TERMS APPLICABLE TO FLEX PLANS

### 2.1 Key Terms

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

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

- i) in the case of Open Flex and Flex One Dual Fuel is \$3.75/GJ and 3.75 cents/kWh, as applicable; and
- ii) in case of Open Flex, Flex One, and Seasonal Natural Gas is \$3.75/GJ; and
- iii) in the case of Open Flex and Flex One Electricity is 3.75 cents/kWh.
- iv) we may, at our sole discretion, update your rates from time to time and will notify you a minimum 30 days before making the change.

**"Flow-Through Price"** means

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

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

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

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

**"HC"** The amount of electricity used for your profile class, as determined by your Distribution Company each hour. This includes unaccounted-for energy and line losses, covering the volume of electricity lost due to the electrical resistance of the transmission lines.

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

[http://climate.weather.gc.ca/historical\\_data/search\\_historic\\_data\\_e.html](http://climate.weather.gc.ca/historical_data/search_historic_data_e.html)

Direct Energy endeavors to use temperatures for "Calgary Intl A" if your Sites are in our south zone and "Edmonton Blatchford" if your Sites are in our north zone. When values are not available for "Calgary Intl A" then Direct Energy will consider "Calgary Int'l CS" as a substitute and when values are not available for "Edmonton Blatchford" then will consider "Edmonton Stony Plain" as a substitute. Visit [www.directenergy.ca](http://www.directenergy.ca) to find your zone.

**"n"** means the number of hours in your billing period.

**"Summer"** is the period from April 1 to September 30.

**"Winter"** is the period from October 1 to March 31.

**"PP"** means the hourly power pool price as published by the Alberta Electric System Operator (AESO).

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

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

**"TC"** means the applicable trading charges as published by the AESO.

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

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

This plan has no additional terms.

## 4.0 TERMS APPLICABLE TO CASHBACK PLUS PLAN

**4.1 Key Terms:** The Cashback Plus Plan lets you earn Cashback Plus Rewards for the energy you use during the term of this Contract.

**"Cashback Plus Reward"** means a bill credit in a certain dollar amount per Site, per year specified on your Product Sheet for the Plan you select that you will earn on the Anniversary for the Initial Term of this Contract.

**"Anniversary"** of Initial Term of this Contract is one (1) year following the Start Date and every year thereafter for the period set forth in the Product Sheet for the plan you select, so long as:

- i) this Contract is in full force and effect at the time a credit is applied; and
- ii) you are not in breach of this Contract.

Cashback Plus Rewards have no cash value and can only be applied to reduce the energy charges on your gas or electricity invoice on the Anniversary of your contract. If any portion of the Cashback Plus Rewards exists upon any cancellation or expiry of this Contract, the Cashback Plus Reward will expire automatically at such time and will not be paid to you as cash.

## 5.0 TERMS APPLICABLE TO SUPERFLEX PLUS PLAN

### 5.1 Key Terms

#### "NGX AB-NIT Month Ahead Index (7A)"

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

**"Flex-Through Fee"** means the amount we charge to administer an index based product and:

- i) in the case of Super Flex Plus Dual Fuel is \$2.00/GJ and 1.5 cents/kWh, provided that from November 1 to March 31 in any Contract year, the Flex-Through Price for Natural Gas will not exceed \$5.99/GJ; and
- ii) in case of Super Flex Plus Natural Gas is \$2.00/GJ, provided that from November 1 to March 31 in any Contract year, the Flex-Through Price for Natural Gas will not exceed \$5.99/GJ; and
- iii) in the case of Super Flex Plus Electricity is 1.5 cents/kWh.

#### "Flex-Through Price"

- i) in the case of natural gas, the price per GJ you will pay as calculated by taking the NGX AB-NIT Ahead Index (7A) Price for that period and adding the Flex-Through Fee; provided that from November 1 to March 31 in any Contract year, the Flex-Through Price for Natural Gas will not exceed \$5.99/GJ.

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

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

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

**"PP"** means the hourly power pool price as published by the Alberta Electric System Operator (AESO).

**"TC"** means the applicable trading charges as published by the AESO.

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

## 6.0 TERMS APPLICABLE TO PAY LESS THAN ROLR PLAN

### 6.1 Key Terms

The Pay Less than the RoLR Plan offers a discounted electricity rate lower than the Lowest Rate of Last Resort (RoLR) for your selected term (1, 2, 3, or 5 years). This discount provides customers with monthly energy savings compared to the applicable RoLR rate. Actual savings may vary depending on the term of your selected plan. See your product sheet for details.

**"Lowest Rate of Last Resort (RoLR)"** refers to the lowest regulated electricity rate, expressed in cents per kilowatt-hour (¢/kWh), charged monthly by Direct Energy Regulated Services (DERS), ENMAX Corporation (EEC), or EPCOR Energy Alberta Inc. (EEA).

**"Discount"** refers to the difference between the rate you are charged under this plan and the Lowest RoLR Rate. The rate you are charged will be lower in comparison to the Lowest RoLR Rate, resulting in a discount.

## 7.0 OBLIGATIONS FOR NEW CUSTOMER

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



# Standard Terms and Conditions

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

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

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

## 2.0 SUPPLY OF ENERGY

### 2.1 Conditions for supplying Energy

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

### 2.2 Credit requirements and deposits

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

### 2.3 Appointing us as your agent

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

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

## 3.0 BILLING, METERING AND PAYMENT

### 3.1 Billing

We will bill you regularly and you must pay your bill. Your bill includes charges for all Energy supplied to you based on the Energy Charge,

Other Charges, Site Administration Fee and any deposit. Occasionally your bill will contain charges or credits for adjustments related to those charges or your Energy consumption.

### 3.2 Estimated and actual consumption

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

### 3.3 Late payments or disputed invoices

If we do not receive your payment by the date indicated on the bill, we will charge you the late payment fee set out in the Product Sheet. You have the right to dispute incorrect calculations or estimates if you inform us promptly, but you must pay your bill in full while a dispute is being resolved. If you are correct, we will adjust your bill. You are responsible for all legal and collection fees associated with us trying to collect any amounts owing, including Early Exit Fees.

### 3.4 Use of deposit

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

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

### 4.1 Moving

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

b) If you move out of Alberta or to a territory we do not serve, then on the date of your move, this Contract will end without liability to either of us.

If you move to a territory where we supply only electricity or natural gas, then, on the date of your move, this Contract, as it applies to the other commodity, will end without liability to either of us.

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

#### 4.2 Transferring this Contract

We may transfer this Contract to another Energy retailer by giving you notice.

#### 4.3 When we can end this Contract

We can end this Contract at our discretion if you:

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

#### 4.4 Your Rights to End this Contract

a) You can end this Contract without cost or payment of the Early Exit Fee within 10 days after a copy of this Contract is received by you.

b) You can end this Contract without payment of the Early Exit Fee:

- (i) within 60 days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call; or
- (ii) within one year from the date this Contract is entered into if we:
  - a. do not set out the date the supply of Energy or services will begin;
  - b. do not begin the supply of Energy or services within 30 days of that date (unless you expressly authorize the late start); or
  - c. were not properly licensed when we entered into this Contract; or
- (iii) if another contract presently exists for the supply of Energy to your Site (but not if the existing contract expires on or before the start of this Contract).

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

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

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

#### 4.6 Payment of Early Exit Fee

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

#### 5.0 Unexpected Events

##### 5.1. Inability to Perform

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

##### 5.2 Change of Laws

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

## 6.0 OTHER DUTIES AND RESPONSIBILITIES

### 6.1 Promises

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

### 6.2 LIMITATION ON RESPONSIBILITY

**WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE DISTRIBUTION COMPANY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.**

## 7.0 MISCELLANEOUS

### 7.1 Privacy

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

### 7.2 Notices

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

### 7.3 Entire Contract and execution

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

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

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

### 7.5 Fixing legal problems with this Contract

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