

General Conditions:

Information Collection

When an individual applies for service, Fort Frances Power Corporation (FFPC) will collect information for identifying purposes.

Personal information that FFPC collects from customers includes: the customer's name and address and other contact information; the meter number; facts about consumption of power, both historic and current; facts about payment for electric service, including general financial information; credit and reference information, such as date of birth, employment information, drivers licence, previous addresses, telephone numbers, e-mail addresses and bank information requested for pre-authorized payments. If FFPC identifies other purposes for which the personal information may be used, FFPC will seek the individual's consent prior to such use and the individual has the right to refuse permission for FFPC to use personal information for any new purposes.

However, at a minimum, FFPC will collect personal information for the following purposes:

- Billing and collection of payments for electric service
- Pre-authorized payment for services
- Energy sector legal, regulatory and settlement requirements

Space and Access

The customer agrees to provide suitable space for the distributor's meters, wires and where necessary poles, cables, transformers and all other appliances and equipment on the said premises and further agrees that no one who is not an agent of the distributor shall be permitted to remove, inspect or tamper with same, including seals and that the properly authorized agents of the distributor shall have reasonable access to the said premises for the purpose of reading, examining, preparing or removing their meters, wires, poles, cables, transformers and other appliances and equipment of the distributor and for the inspection of all the customer's appliances and wiring.

Responsibility for Equipment

Meters, wires, poles, cables, transformers and all other appliances and equipment of the distributor on the said premises shall be in the care and at the risk of the customer and if destroyed or damaged by fire or any other cause whatsoever other than ordinary wear and tear, the customer shall pay to the distributor the value of such meters, wires, poles, cables, transformers, appliances and equipment, or the cost of repairing or replacing same.

Disconnection

The customer hereby expressly authorizes and empowers the distributor at the distributor's option to remove the meter, wires, poles, cables, transformers and all other appliances and equipment installed at the distributor's expense and discontinue the supply of electricity and terminate this agreement whenever any bills for the said service are in arrears or upon violation by the customer of any of the terms and conditions of this agreement.

Reliability

The distributor agrees to use reasonable diligence in providing a regular and uninterrupted service but does not guarantee a constant service or the maintenance of unvaried frequency of voltage and will not be liable in damages to the customer by reason of any failure in respect thereof. It is the customer's responsibility to provide for the protection of his equipment from voltage variations, transient operations and single phasing.

Conditions of Service

The building must be supplied with electrical energy according to the distributor's Conditions of Supply.

Binding

This agreement shall not be binding upon the distributor until accepted by it through a designated officer and shall not be modified or affected by any promise, agreement or representation by any agent or employee of the distributor unless incorporated in writing into this agreement before such acceptance.

Maintenance Requirements

The customer shall maintain the installation in efficient condition with proper devices, according to the requirements and rules of the Electrical Safety Authority (ESA). If the electrical installation is found to be inadequate, the supply of electricity shall be suspended until such time as the above requirements are complied with.

Security Deposit

The distributor reserves the right to require security for payment of future charges for Commercial accounts.

Termination

This agreement shall continue in force until terminated by notice in writing given by either party upon proper notice.

Successors

It is agreed that the signatures of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the customer from this agreement except at the option and by written consent of the distributor.

Approval of Equipment

All electrical and mechanical equipment such as motors and welders used by the customer shall be subject to the reasonable approval of the distributor and the customer shall so take and use the electrical energy as not to endanger the apparatus of the distributor or cause any wide or abnormal fluctuations of its line voltage. Equipment performance characteristics shall be in accordance with the distributor's Conditions of Service.

Fire or Other Casualty

In case fire or other casualty occurs in said premises, rendering the premises wholly unfit for occupancy, the supply of electricity shall thereupon be suspended until such time, within said contract period, as the wiring shall have been repaired and approved by the ESA.