

MV WEB ACCESS AGREEMENT IMPORTANT: PLEASE CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE YOU USE ANY MV WEB SERVICES. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE OUR LIABILITY TO YOU. BY ACCESSING OR ATTEMPTING TO ACCESS ANY MV WEB SERVICES, AND/OR BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND HAVE AGREED TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE, OR ATTEMPT TO USE, ANY MV WEB SERVICES.

## **1. DEFINITIONS**

In this Agreement, the following terms and expressions will have the following meanings:

"Access Device" means any device allowing you to use or access the MV WEB Services including, but not limited to, personal computers and hand-held web-enabled devices.

"Account" means any account you have with SaskPower to which you request access through the MV WEB Services.

"Electronic Instruction" means any instruction regarding an Account or MV WEB Services that is transmitted through an Access Device;

"MV WEB Services" means any services, including access to accounts that are available through those portions of our Web Site that require a User ID and Password, as such services may change from time to time.

"Password" means your MV WEB Services personal password initially assigned to you in connection with the MV WEB Services, as it may be amended by you from time to time.

"Third Party" means any person, entity, governmental authority or organization other than SaskPower.

"User ID" means the unique user-number identifier used by you to access the MV WEB Services.

"SaskPower", "we", "our" or "us" means Saskatchewan Power Corporation, its affiliates, successors and assigns. "Web Site" means all web-pages and files posted by SaskPower under the domain <https://mvweb.saskpower.com> as may be amended from time to time by SaskPower.

"you" or "your" means the individual accessing and using the Web Site and includes any corporation, partnership or other business entity on whose behalf such individual is accessing and using the MV WEB Services.

## **2. USE OF SERVICES**

2.1 You may only use the MV WEB Services to access an Account you are authorized to access.

2.2 You will not use the MV WEB Services for any illegal or improper purpose or take any action that could undermine the security or integrity of, or interrupt the operations of, the MV WEB Services. You agree not to modify, move, add to, delete or otherwise tamper with any proprietary information contained in the SaskPower Web Site. You also agree not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the Web Site.

2.3 You agree to comply with all applicable local, provincial, state, national, international and foreign laws, treaties and regulations applicable to you in connection with the use of the MV WEB Services.

## **3. WARRANTY OF AUTHORITY**

If you are accessing the MV WEB Services on behalf of one or more business entities (such as a corporation or a partnership), you warrant that you have the full authority of each such business entity to do so. You further warrant that you have the authority to legally bind such business entities to the provisions of this Agreement.

## **4. USER IDS AND PASSWORDS**

4.1 Password Confidentiality: You agree to keep your User ID and Password absolutely confidential and to ensure your Password is never disclosed, accidentally or otherwise, to anyone at any time. You are solely responsible for the maintenance and security of your User ID and Password.

4.2 Use of User ID and Password: You are responsible for all consequences and losses relating to the use of your User ID and Password, whether or not you authorized that use. If you know or suspect your User ID or Password is being misused, you must as soon as possible, notify SaskPower by telephone as specified in section (c) below, and immediately change your Password by contacting your account manager. You agree that, until we receive such notice and have had a reasonable opportunity to implement measures to prevent unauthorized use of your User ID or Password, you will remain liable for all unauthorized use of your User ID or Password that may

occur as a result of authorized or unauthorized use of your User ID and Password. Once we have received proper notice from you and we have had a reasonable opportunity to implement measures to prevent unauthorized use of your User ID and Password, you will no longer be responsible for unauthorized use of your User ID or Password from that point forward. You understand and acknowledge that SaskPower shall incur no liability whatsoever for any consequences and/or losses that occur through your use or misuse of your User ID and Password.

4.3 Notice: You may notify SaskPower by phone by calling the Customer Portal Help Line toll free at 1-800-667-3375 during its regular hours of service. Hours of service are 8:00 am to 4:30 pm (Regina, Saskatchewan Time) from Monday to Friday. SaskPower reserves the right to ask validating questions prior to accepting any instructions by telephone. SaskPower does not accept any liability for failing to ask validating questions.

## **5. RECORDS**

SaskPower's records of your Electronic Instructions will be conclusive and binding on you in any disputes, including any legal proceedings, as the best evidence of your Electronic Instructions in absence of clear proof that SaskPower's records are wrong or incomplete.

## **6. SECURITY**

SaskPower is committed to keeping your confidential information safe and has in place reasonable measures to protect the security of the MV WEB Services. In order to protect you and your data, SaskPower may suspend your use of the Web Site or any Account, without notice, pending an investigation, if SaskPower suspects that a breach of security has occurred. You acknowledge that ensuring the security of your information (including personal, financial and business information) requires you to exercise safe computing practices. These safe computing practices are in addition to your responsibility to maintain the confidentiality of your User ID and Password. You must properly log off, disconnect and close your Internet browser after each session in which the MV WEB Services have been accessed or used. The Access Device you use to access the MV WEB Services may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, it is your responsibility to ensure that any Access Device you use to access the MV WEB Services has an up-to-date anti-virus program, anti-spyware program and firewall. SaskPower does not assume any liability or responsibility whatsoever for computer viruses or other destructive programs received during the electronic transmission of content from the MV WEB Services or any sites accessed through links provided through the MV WEB Services.

## **7. PRIVACY**

By accessing and using the MV WEB Services, you acknowledge and accept SaskPower's Privacy Policy, as amended from time to time.

## **8. CONTENT**

SaskPower offers the MV WEB Services in order to improve the accessibility of information to its customers. You assume all responsibility for your use or non-use of the information you obtain through the MV WEB Services and any information you may access through the SaskPower Web Site, and you assume all responsibility for any action or inaction you may perform or refrain from performing based on the information you obtain through the MV WEB Services and through the SaskPower Web Site.

## **9. INTELLECTUAL PROPERTY**

The content of the MV WEB Services may be protected by copyright. You may not copy, reproduce, publish, distribute, modify or perform any content protected by copyright without obtaining permission of the copyright owner. You are granted a limited license to view the content contained in the MV WEB Services via an electronic display for your personal (including your business) purposes only. Any other use or distribution of the content, in whole or in part, is prohibited without the written consent of the author. SaskPower and its Information Providers and licensors reserve all intellectual property rights to content included within the MV WEB Services.

## **10. LIMITATIONS OF LIABILITY**

10.1 Under no circumstances shall SaskPower (or its directors, officers, employees, agents, representatives, affiliates and Information Providers) be liable to you or any Third Party: (a) for any direct, indirect, special or

consequential damages, or for any loss of profit, loss of revenue, loss of reputation or loss of business opportunity, that result in any way from your access or use of the MV WEB Services or from your use or non-use of the information you obtain through the MV WEB Services and any information you may access through the SaskPower Web Site, or from any action or inaction you may perform or refrain from performing based on the information you obtain through the content of the MV WEB Services and through the content of the SaskPower Web Site;

(b) for any losses, damages or expenses arising out of your use or non-use of, or reliance or non-reliance on, any MV WEB Services or access to the Internet or any part thereof; (c) for any losses, damages or expenses (including legal fees) arising out of any allegation, claim, suit or other proceeding based on a contention that the use of the MV WEB Services by you or a Third Party infringes the intellectual property rights or contractual rights of any Third Party; and (c) for any losses, damages or expenses arising due to events beyond SaskPower's control.

10.2 In addition to any other limitations on SaskPower's liability contained elsewhere in this Agreement, SaskPower's liability for loss or damages arising under this Agreement or in connection with the MV WEB Services will be limited in the aggregate to direct damages arising out of the failure of SaskPower's employees to take commercially reasonable steps to comply with SaskPower's obligations under this Agreement. SaskPower's aggregate liability for any such events is limited to \$50.00 (CDN).

10.3 The limitations and exclusions of liability described in this Agreement shall apply regardless of whether the cause of action is in contract (including, without limitation, breach of a fundamental term) or tort (including, without limitation, negligence).

10.4 The limitations and exclusions of liability contained in this Agreement shall apply to the farthest extent allowed by law.

## **11. WARRANTY DISCLAIMER**

To the fullest extent permitted by law, SaskPower provides the MV WEB Services on an "as is, where is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the MV WEB Services or to any content or information contained in or provided by the MV WEB Services. This includes, without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currentness, reliability or fitness for a particular purpose. Further, to the fullest extent permitted by law, SaskPower does not represent or warrant: that the MV WEB Services will be available and meet your requirements; that access to the MV WEB Services will be uninterrupted; that there will be no delays, failures, errors or omissions with the MV WEB Services that there will be no loss of transmitted information from or through the MV WEB Services; that no viruses or other contaminating or destructive properties will be transmitted by or through the use of the MV WEB Services; or that no damage will occur to your computer system by or through the use of the MV WEB Services. You have sole responsibility for adequate protection and backup of data and/or Access Devices and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

## **12. TRADEMARKS**

Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of the MV WEB Services may constitute trade names, trademarks or service marks of SaskPower or its Information Providers. The display of trademarks on pages of the MV WEB Services does not imply that a license of any kind has been granted to you. You may not use SaskPower trademarks, logos and service marks ("Marks") for any purpose including, but not limited to, use as hyperlinks, hot links, or meta tags in other pages or Internet sites without SaskPower's prior written consent.

## **13. ARBITRATION**

Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to this Agreement, or any MV WEB Services, shall be referred to and determined by binding arbitration (to the exclusion of the courts). Such arbitration shall be referred to a single arbiter pursuant to *The Arbitration Act, 1992* (Saskatchewan). The arbitration shall take place in Regina, Saskatchewan, Canada. The decision of the arbiter shall be final and binding upon the parties. Each party shall bear its own legal expenses and costs of arbitration, including attorneys' fees. The costs and expenses of the arbitration proceedings, including applicable arbitration fees and expenses, shall be borne equally by the parties or as otherwise determined by the arbitrator. You agree to waive any right you may have to commence or participate

in any class action against SaskPower or any of its suppliers related to this Agreement or any MV WEB Services and, where applicable, you agree to opt-out of any class-action proceedings against SaskPower.

#### **14. GOVERNING LAW**

This Agreement shall be treated as though it were executed and performed in the Province of Saskatchewan, Canada, and shall be governed by, construed and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Without limiting in any way the application of Section 13, you irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan for the determination of any matters under this Agreement.

#### **15. CHANGES TO AGREEMENT**

SaskPower may change the terms and conditions of this Agreement from time to time in any one or more of the following ways: a notice displayed on the SaskPower Web Site and/or on the login screens accessed when using the MV WEB Services; and/or by requiring you to electronically accept the additional or amended terms and conditions of this Agreement at any time. If you continue to use any of the MV WEB Services after the effective date of any additional or amended terms or conditions to this Agreement, then you will be deemed to have accepted such additional terms or conditions.

#### **16. TERMINATION**

SaskPower reserves the right, in its sole discretion, to suspend or terminate any MV WEB Services or your use of any MV WEB Services at any time and for any reason.

#### **17. SEVERABILITY**

Any provision of this Agreement which is, deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable from this Agreement and shall not impair the remaining provisions of this Agreement.

#### **18. LANGUAGE**

The parties to this Agreement have required that this Agreement and all deeds, documents and notices related to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

**BY LOGGING ON TO MV WEB, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**