

Pre-Authorized Debits Agreement

Terms and Conditions

You (the "Payor") agree to comply with the following terms and conditions of this Pre-Authorized Debits ("PAD") Agreement in the payment, through the pre-authorized debit of your financial institution account, of any amounts owing to Hydro Ottawa Limited ("Hydro Ottawa"; the "Payee"; "we"; or "us") on your Hydro Ottawa account.

1. Pre-Authorized Debits Agreement

- (1) These Terms and Conditions and the documents specified below form part of and are incorporated into the PAD Agreement. If there is a discrepancy between the wording of these Terms and Conditions and the wording of any document appearing on the list, the wording of these Terms and Conditions shall prevail. If there is a discrepancy in the wording between any of the documents listed below, the wording of the document which appears first on the list shall prevail.
 - (i) Confirmation of Pre-Authorized Debits
 - (ii) Pre-Authorized Debits Agreement (Payor Information)
 - (iii) Hydro Ottawa's Privacy Policy
(available online at www.hydroottawa.com)
 - (iv) Hydro Ottawa Conditions of Service
(available online at www.hydroottawa.com)
- (2) This PAD Agreement only applies to the method of payment between you and Hydro Ottawa. Neither this PAD Agreement (and any amendments thereto) nor its termination shall have any effect whatsoever on the contract for services between you and Hydro Ottawa.

2. Protection of Information

- (1) Personal information, including details about your financial institution is encrypted in order to prevent unauthorized individuals from viewing or changing your information.
- (2) Even with the very best protection policies and safeguard procedures in place, there is always the remote possibility of fraud. If you believe unauthorized use of your information has occurred, follow the reporting procedures defined by your financial institution and contact us immediately.
- (3) Hydro Ottawa is committed to protecting the privacy of our customers. Any personal data collected from you is used to:
 - Establish and provide ongoing service;
 - Verify identity and protect against error or fraud;
 - Manage invoicing and accounting services;
 - Monitor customer satisfaction with our programs and services;
 - Create aggregate information; and
 - Comply with legal and regulatory requirements.

You will have direct online access to review, update, correct or discontinue your personal profile at any time.

3. Username and Password

You are responsible for all use of this site made using your username and password, whether or not the use is made by you or by someone else using your username and password. You are responsible for protecting and securing your username and password from unauthorized use. If you believe there has been a breach of security of your username or password, such as theft or unauthorized use, you should notify Hydro Ottawa immediately by e-mail at custservice@hydroottawa.com.

4. Disclosure of Information to Third Parties

- (1) It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the debits we make ONLY in the following situations:
 - (i) where it is necessary for completing the pre-authorized debits;
 - (ii) in order to verify the existence and condition of your account to a third party;
 - (iii) in order to comply with a governmental agency or court order; or
 - (iv) if you give us your written permission.
- (2) Hydro Ottawa has engaged a third party to assist with the administration of the pre-authorized agreements.

5. Authority to Debit Account

- (1) You agree to provide Hydro Ottawa with your financial institution account information and authorize Hydro Ottawa to debit such an account in order to pay your Hydro Ottawa bill.
- (2) You agree to maintain balances sufficient to pay all bills, and agree that Hydro Ottawa is not liable for any overdraft, insufficient fund, or charge caused by your failure to maintain funds sufficient to pay all payments issued through Hydro Ottawa.
 - (i) If a payment is returned due to non-sufficient funds (NSF), the account will be charged a NSF fee and it will be subject to a late payment charge. The original payment, the NSF fee and the late payment charge will be debited on your next or subsequent withdrawal date. This is in addition to the next monthly payment which will also be debited at the same time.
- (3) You agree to promptly notify Hydro Ottawa in writing of any changes to the financial institution account information and grant authority for Hydro Ottawa to debit such an account.

6. Joint Accounts

- (1) The provisions of this section apply if your designated financial institution account for pre-authorized debit is a joint account. We are not required to obtain the consent of, or notify, other joint account holders who are not customers of Hydro Ottawa.
- (2) Hydro Ottawa is not liable to other joint account holders for debiting the joint account in accordance with the terms of this PAD Agreement. You agree to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable lawyer's fees and court costs) arising from any claim or action brought against us by other joint account holders for debiting the joint account.

7. Cancellation

- (1) You may revoke your authorization at any time by providing written notice to Hydro Ottawa at least fifteen (15) days prior to the next withdrawal date or until Hydro Ottawa has sent you written notice of termination of this PAD Agreement.
- (2) Hydro Ottawa may cancel this PAD Agreement in accordance with our Conditions of Service, which are available at www.hydroottawa.com.

8. Change in Payor's Designated Financial Institution Account

You shall provide written notice to Hydro Ottawa of any change to your designated financial institution account no later than fifteen (15) days prior to your next withdrawal date.

9. Waiver of Pre-Notification of Pre-Authorized Debits (PAD)

ONCE YOU RECEIVE THE *CONFIRMATION OF PRE-AUTHORIZED DEBITS* LETTER, YOU AGREE TO WAIVE ANY FURTHER RIGHT TO RECEIVE PRE-NOTIFICATION OF THE AMOUNT OF EACH PAD AND YOU AGREE THAT YOU DO NOT REQUIRE ADVANCE NOTICE OF THE AMOUNT OF EACH PAD BEFORE THE DEBIT IS PROCESSED.

10. Payor's Recourse

You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.

Également disponible en français.

Hydro Ottawa Limited Contact Information

Mail: Hydro Ottawa Limited
3025 Albion Road North
PO Box 8700
Ottawa, Ontario K1G 3S4
Attention: Account Maintenance

Telephone: 613-738-6400

Fax: 613-738-6403

Email: custservice@hydroottawa.com

