

# Easymax Seasonal Solar™

## Terms and Conditions

These Easymax Seasonal Solar Terms and Conditions (the “**Solar Terms**”) form part of your energy Agreement with ENMAX Energy and apply to any Easymax Seasonal Solar Plan in which you are enrolled. Wherever we refer to “ENMAX Energy”, “we”, “our” and “us”, it means ENMAX Energy Corporation. Words and phrases that are capitalized in these Solar Terms but not defined in these Solar Terms are defined elsewhere in your Agreement. If applicable, we reserve the right to make changes to these Solar Terms at any time pursuant to amendment or change of law provisions (if any) in other parts of your Agreement.

### 1.0 ADDITIONAL DEFINITIONS

**Agreement** – means the “Agreement” as defined in your energy Agreement with ENMAX Energy.

**Associated Energy Plan** – An electricity or natural gas Energy Plan for a distinct Site that is associated with an Easymax Seasonal Solar Plan.

**Energy Rate** – has the same meaning of “Energy Rate” as in your energy Agreement for your Associated Energy Plan, being the price per unit that you agree to pay for the Energy that is supplied to you under your Agreement.

**Micro-generator** – means a customer who has provided to the applicable owner a notice in accordance with section 2(1) of the Micro-generation Regulation, but not does include a customer whose generating unit has been determined by the Alberta Utilities Commission, under Section 2(3) of the Micro-generation Regulation not to be a micro-generation generating unit.

**Micro-generation Regulation** – means the Micro-generation Regulation, Alta Reg 27/2008, as amended from time to time.

**Net Billing** – means subtracting electric energy supplied out of your Site as Small Solar Micro-generator during the billing period from electric energy supplied into your Site under the Associated Energy Plan during the billing period, and calculating a net charge or credit to you as a Small Solar Micro-generator, based on the resulting net usage of electric energy during such billing period.

**Site** – means your physical location where we supply Energy pursuant to your Agreement and you generate electricity as a Small Solar Micro-generator.

**Small Solar Micro-generator** – means a Micro-generator that generates Small Micro-generation.

**Small Micro-generation** – means generation of electric energy from a micro-generation generating unit with a total nameplate capacity of less than 150kW, but does not include micro-generation that is deemed by section 3(4) or 3(5)(a) of the Micro-generation Regulation to be large micro-generation for the purposes of the Micro-generation Regulation.

**Easymax Seasonal Solar Plan** – the plan described in these Solar Terms as selected in the Solar Sign-up Form or as otherwise chosen or amended from time to time in accordance with this Agreement.

**Solar Rate** – A fixed price per unit of electricity you may select to pay under this Easymax Seasonal Solar Plan during the Solar Term, as set out in the Solar Sign-up Form and/or welcome package provided to you for this Easymax Seasonal Solar Plan or as otherwise agreed to by you and us from time to time.

**Solar Sign-up Form** – Either a written sign-up form you signed and sent to us, the Internet sign-up confirmation you acknowledged online, or the telephone sign-up confirmation based on information provided by you recorded by ENMAX Energy, as applicable, pursuant to which you initially selected your Easymax Seasonal Solar Plan. In the case of a written sign-up form, we may send you a sign-up confirmation, based on your written sign-up form; however, the actual written sign-up form that you signed and sent to us is the document that forms part of these Solar Terms.

**Solar Term** – has the meaning set forth in Section 3.1 below.

**Term** – the term of the Associated Energy Plan.

### 2.0 GENERAL PROVISIONS – EASYMAX SEASONAL SOLAR PLAN

#### 2.1 Qualification

To qualify for this Easymax Seasonal Solar Plan, you must, at all times:

- (a) enter into or have an existing eligible Easymax Agreement with us and enter into or be on an Electricity Energy Plan;
- (b) be a Small Solar Micro-generator;
- (c) generate electricity from a micro-generation generating unit at the Site with a total nameplate capacity of less than 150kW; and
- (d) be capable of being Net Billed using a bi-directional cumulative meter and not a bi-directional interval meter, and not be deemed to be a large micro-generator pursuant to the Micro-generation Regulation.

#### 2.2 Solar Rate

(a) During the Solar Term, you may switch between your existing Energy Rate and the Solar Rate once per month without penalty, to accommodate seasonal electricity generation fluctuations, for volume of electric energy both supplied by:

- (i) us into your Site; and
- (ii) you out of your Site as a Small Micro-generator, which we will credit to you as micro-generation volumes of electric energy.

A switch will be effective within one business day of the date of the requested change.

(b) For certainty, the Distribution Company will determine the volume of electric energy supplied out of your Site, whose determination is binding on you and us.

(c) For each applicable billing period, you agree that we will use Net Billing to determine, carry forward and settle your credited amounts under this Easymax Seasonal Solar Plan at the Energy Rate or the Solar Rate, as applicable.

(d) Following the Solar Term, if this Easymax Seasonal Solar Plan is not continued in accordance with section 3.1(b) and 3.1(c) below, we will continue to credit micro-generation volumes supplied out of the Site at your Energy Rate, in accordance with the terms and conditions of your Associated Energy Plan, which will also apply for volumes of electric energy supplied by us into your Site.

(e) For certainty, your Energy Rate will not change during the Solar Term provided you remain on the same Energy Plan, except as otherwise permitted under the Agreement.

(f) For additionally clarity, the Solar Rate offered under this Easymax Seasonal Solar Plan will be considered a “fixed or guaranteed Energy Rate” for the purposes of your Agreement.

### 3.0 TERM

#### 3.1 Solar Term

(a) Subject to early cancellation or termination of this Easymax Seasonal Solar Plan or the Agreement, the term of the Easymax Seasonal Solar Plan will begin on the first day of the term of the then-Associated Energy Plan or, if the then-Associated Energy Plan is an existing Energy Plan, within one business day of the date you first enroll in, switch to or are continued onto, such Easymax Seasonal Solar Plan, and the term of the Easymax Seasonal Solar Plan will end on the earlier of:

- 
- (i) the time when you no longer have an Associated Energy Plan for such Easymax Seasonal Solar Plan;
  - (ii) the time when you no longer meet all of the qualifications set forth in Section 2.1 of these Solar Terms; or
  - (iii) at the end of the day on March 31 of the then-current year, (the "Solar Term").

(b) If the Solar Term of this Easymax Seasonal Solar Plan ends in accordance with Section 3.1 (a)(iii), ENMAX Energy may automatically continue you onto the then-available Easymax Seasonal Solar Plan for which you and your Site are eligible that, in the reasonable opinion of ENMAX Energy, most closely resembles your previous Easymax Seasonal Solar Plan. Your new Easymax Seasonal Solar Plan may have a different Solar Rate. These Solar Terms will still apply. If the Solar Term of that new Easymax Seasonal Solar Plan ends in accordance with Section 3.1(a)(iii) above, the continuation mechanism described here may be used by us again to continue you onto a new Easymax Seasonal Solar Plan for the subject Site.

(c) We will provide two months' notice before we continue you onto a new Easymax Seasonal Solar Plan. We will include the details of your new Easymax Seasonal Solar Plan in such notice. If you object to the continuation, you may cancel the new Easymax Seasonal Solar Plan on one month's notice in accordance with Section 5.1 below. If you provide such notice at least one month prior to the continuation taking effect, the continuation will not apply and the applicable Easymax Seasonal Solar Plan will be cancelled. You agree the new Easymax Seasonal Solar Plan will apply in respect of the applicable Site after the continuation if you do not give proper notice of cancellation.

#### **4.0 CHANGES TO YOUR EASYMAX SEASONAL SOLAR PLAN**

##### **4.1 Changing your Easymax Seasonal Solar Plan**

You may change the Easymax Seasonal Solar Plan(s) in which you are enrolled one time during each billing cycle, based on the then-available Easymax Seasonal Solar Plan for which you and your Site(s) are eligible. A switch will be effective within one business day of the date of the requested change.

##### **4.2 Adding an Easymax Seasonal Solar Plan**

You may add an Easymax Seasonal Solar Plan by calling our Customer Care Centre at 310-6010 (toll-free in Alberta) or by any other method we may offer from time to time. You may choose among the then-available Easymax Seasonal Solar Plans for which you and your Site(s) are eligible (if any). Your Easymax Seasonal Solar Plan will be added to your account on the first day of the term of its Associated Energy Plan or, if the Associated Energy Plan is an existing Energy Plan, within one business day of the date you make the request. In addition to your general right to cancel an Easymax Seasonal Solar Plan set out in Section 5.1 below or to any general right you have to cancel this Agreement set out elsewhere in this Agreement, you may cancel that added Easymax Seasonal Solar Plan from your ENMAX Energy account:

- (a) without cost or penalty within 10 days after we receive a copy of these Solar Terms signed by you, in the case of a written agreement between you and us;
- (b) without cost or penalty within 10 days after you have acknowledged these Solar Terms online, if you added the Easymax Seasonal Solar Plan to your Agreement over the Internet;
- (c) without cost or penalty within 10 days after you receive a copy of these Solar Terms from us, if you added the Easymax Seasonal Solar Plan to your Agreement over the telephone;
- (d) without penalty within 60 days after you receive your first billing statement from us, with respect to the Easymax Seasonal Solar Plan, if you added the Easymax Seasonal Solar Plan to your Agreement over the telephone, provided you will be required to pay for any Energy consumed while under contract with us;
- (e) without cost or penalty if another agreement for energy services presently exists for the applicable Site, except if the other agreement is to expire on or before the date we begin the Easymax Seasonal Solar Plan. For clarity, the Agreement and Associated Energy Plan do not constitute another agreement for energy services for the purposes of this subsection 4.2(e).

(f) without penalty within one year from the date you add the Easymax Seasonal Solar Plan if you added the Easymax Seasonal Solar Plan to your Agreement over the telephone and we: (i) do not set out a specified or ascertainable date on which the Easymax Seasonal Solar Plan is to begin; (ii) do not begin that Easymax Seasonal Solar Plan within 30 days of such date (unless, after the 30-day period, you have expressly authorized the Easymax Seasonal Solar Plan to begin); or (iii) are not properly licensed at law to enter this Agreement with you; provided you will still be required to pay for any Energy consumed while under contract with us.

#### **5.0 CANCELLATION RIGHTS – EASYMAX SEASONAL SOLAR PLAN**

##### **5.1 Your Cancellation Rights**

In addition to your cancellation rights under applicable law, you may cancel this Easymax Seasonal Solar Plan at any time without penalty by providing us with one month's notice. To cancel this Easymax Seasonal Solar Plan, you must notify us in accordance with the Agreement.

##### **5.2 Our Cancellation Rights**

**We may cancel this Easymax Seasonal Solar Plan without penalty:**

- (a) In accordance with our cancellation rights under the Agreement.**
- (b) Immediately on notice to you, if at any time during the Solar Term, you no longer meet all of the qualification requirements set forth in Section 2.1.**
- (c) Immediately on notice to you, if there is a material change in the Micro-generation Regulation or in any other applicable laws, regulations and/or rules of governmental authorities, and as a result it is, in our opinion, no longer economically or operationally viable for us to offer the Easymax Seasonal Solar Plan.**
- (d) If we choose to stop offering the Easymax Seasonal Solar Plan, in our sole discretion, by providing you with one month's notice.**