

SASKPOWER DIGITAL TERMS AND CONDITIONS

February // 2022

Welcome to SaskPower's customer self-service Website (the "Website"). This Website is owned and operated by the Saskatchewan Power Corporation ("SaskPower") a Crown Corporation incorporated under the Power Corporation Act (Saskatchewan).

Please read these terms of use carefully before using this Website:

1. AGREEMENT

By accessing this Website or using any of the services provided through this Website (the "services") you expressly agree to be bound by, accept and comply with these terms and conditions of use (the "terms and conditions"). If you are using this Website on behalf of a business, you affirm that you are authorized to agree to these terms and conditions on behalf of the business customer related to that account. If you are under the age of 18, you may only use this Website with the consent of your parent or legal guardian. Please make sure that your parent or legal guardian has reviewed and discussed these terms and conditions with you. If you do not agree with any of these terms and conditions, you must immediately exit and stop using this Website. **If you do not agree with the terms and conditions, then you may not read, link to, download or in any other way use information on this Website.** These terms and conditions may be revised from time to time without notice to you and it is your responsibility to check for updates to the Website. Your use of this Website after any revisions to these terms and conditions are posted to this Website shall constitute your acceptance of such revisions.

2. REGISTRATION

Access to this Website and use of certain services may require registration. You must not register to use this Website if you are not fully able and legally competent to agree to these terms and conditions. You agree to provide accurate and current information as required for such registration and to update your information in a timely manner to ensure it remains accurate and complete. You will be solely responsible to maintain the confidentiality of any personal identifiers or passwords required by you to access this Website or required by you to use any of the services, and for all activities that occur under such personal identifiers or passwords. You agree to immediately notify SaskPower of any unauthorized use of your personal identifiers or passwords.

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3. PRIVACY AND SECURITY

For information respecting the way SaskPower handles the privacy and security of your information, please refer to SaskPower's privacy policy available at www.saskpower.com.

In addition to the above, by using this Website, you are consenting to SaskPower sharing your personally identifiable information with third parties for communications, processing and storage purposes. These third parties may be located outside of Canada.

4. DISCLAIMER

The Website, the services and any content are provided solely on an “as is” and “as available” basis. Reasonable efforts have been made to ensure the content provided through the Website or any services is accurate and current when posted. However, your use of such content is at your sole risk. No warranty is given that the Website or services are or will be error-free, free of viruses or other harmful or destructive properties or components, or uninterrupted. SaskPower does not make any warranties or representations as to the accuracy, validity, correctness, currency, timeliness, completeness, reliability or adequacy of information or content on the Website or any links to external sites not maintained by SaskPower. You assume all responsibility for using the information contained in this Website and any information you may access through this Website. Do not assume that the Website will be error-free or that the Website will be operated without interruption. SaskPower is not responsible for transmission errors in, corruption of, or the security of content carried over telecommunications carriers' or other providers' facilities. SaskPower expressly disclaims any and all warranties, representations and conditions regarding the content and any use of this Website or any services, including all implied warranties or conditions of merchantability, third party rights, title, quality, accuracy, completeness, currency, non-infringement or fitness for a particular purpose.

Please be advised that the information on this Website may become out of date, however, SaskPower disclaims any duty to or liability for failure to update information on this Website. Further, the information in this Website is subject to change without notice.

5. LIMITATION OF LIABILITY

You agree that SaskPower, its affiliates and its subsidiaries, and their respective officers, directors, employees and agents are not liable or responsible for any direct, indirect, incidental, consequential, punitive, or special damages, including, without limitation, any

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loss of use, lost data, lost business profits, business interruption, personal injury, property damage, or any pecuniary loss arising out of or in any way connected with this Website, the services or any content, any communications with SaskPower, or any software, information or documents contained in or accessed through this Website or any of the services, even if SaskPower has been advised of the possibility of such damages, whether based in contract, tort (including negligence), equity, strict liability or otherwise.

6. INDEMNITY

You agree to defend, indemnify and hold harmless SaskPower, its affiliates and its subsidiaries, and their respective officers, directors, employees and agents from and against any and all losses, costs, damages and expenses, including reasonable legal fees, suffered or incurred by SaskPower from or related to your violation of these terms and conditions or your use of the Website, the services or any content contained therein.

7. CONFIDENTIALITY WARNING

Absent the use of encryption, cellular services and the Internet are not secure mediums and privacy cannot be ensured. In using this Website, you agree to assume the risks associated with the transmission or loss of any data or information to or from SaskPower on this Website, including the interception of such confidential data or information by third parties and agree to be liable for any damages occurring as a result thereof.

8. OWNERSHIP AND INTELLECTUAL PROPERTY

This Website, the services and all contents thereof, including, but not limited to, all text, images, data, html code, multimedia clips, graphics, icons, java code, account information and the section and arrangement of the contents of this site (collectively the "content"), are owned and protected intellectual property of SaskPower or other third parties with all rights reserved unless otherwise noted (the "intellectual property"). Except as expressly provided, nothing in these terms and conditions or within the Website or any of the services shall be construed as granting any license under any of the intellectual property rights, whether by implication, waiver, estoppel or otherwise. You are expressly prohibited from copying, transferring, reproducing, storing, uploading, distributing, publishing or using, in whole or in part, any of the intellectual property appearing on the Website or through use of any services without the prior written consent of SaskPower or any third party owner of the intellectual property. SaskPower will take appropriate legal action necessary to enforce

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its rights respecting any prohibited use of any intellectual property appearing on this Website.

9. TRADEMARKS

Certain words, phrases, names, designs or logos used on the Website may constitute trademarks, service marks or trade names of SaskPower or other entities. The display of any such marks does not imply that a license has been granted by SaskPower or other entities.

10. LIMITED LICENSE

This Website and the services are provided for your informational, non-commercial and personal use only as authorized under these terms and conditions or as otherwise provided in the Website or any services. You are granted a limited license to use, display or print short extracts of the content for your personal non-commercial use only, provided such content is not modified in any way. Any other use of the content is prohibited. You shall not market, commercially exploit, reproduce, copy, download, derivatize, modify or distribute any content, this Website or any services, in whole or in part, without SaskPower's written permission. You further agree not to adapt, translate, modify, decompile, disassemble, decrypt, reformulate, adapt, alter, adjust, change, frame or reverse engineer any software, applications or programs used in connection with this Website or any services. SaskPower reserves the right to revoke this limited license at any time without notice and for whatever reason and to require you to delete, destroy or otherwise remove any such material.

11. RULES OF USE

You agree that in accessing or using the Website or any services or submitting any information or materials to SaskPower you shall: (i) act in compliance with all applicable laws and regulations; (ii) not attempt to damage, modify, alter or deface any part of this Website, any services or any content; (iii) not post, transmit, link to or otherwise distribute any information or software which contains a virus, or other harmful or disruptive property or component that may adversely affect any computer systems or programs, the Website or the services; (iv) not post, transmit, link to or otherwise distribute any inappropriate, defamatory, indecent, offensive or unlawful material or information; and (v) not impersonate or falsely represent your association with any person. You also have the sole responsibility for ensuring you receive and review your electricity account billings you

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request to receive via any services and for protection and recovery of your computer system. You must take reasonable and appropriate precautions to ensure that any computer system used to access this Website or any service is secure and free of viruses or other harmful or destructive properties or components.

12. THIRD PARTY CONTENT

As a convenience to you, this Website may contain links to other Internet sites that are operated by other parties that are not under the control of SaskPower. Third party links are referenced for information and interest only and you agree that SaskPower is not an affiliate of and does not represent or endorse any such third party or its site, products or services. SaskPower is not responsible for the availability or content of such third party Internet sites. Your communication or business dealings with any third parties found on, or through the Website or any of the services, are solely between you and such third parties at your sole risk. These other sites are independently developed by parties other than SaskPower, and SaskPower does not assume any liability or responsibility whatsoever for the operation of or information of any linked resources, nor for any interpretations, comments or opinions expressed therein including damages that may be sustained, or viruses or other destructive items that infect your computer or other property through your access to or use of this site.

13. MODIFICATIONS AND TERMINATION

SaskPower reserves the right to suspend, discontinue, terminate or modify any aspect of the Website, services or content and/or your access to or use of the Website, services or content at any time for any reason whatsoever with or without notice to you. SaskPower further reserves the right to refuse to post on the Website and the right to remove from the Website any information or materials, in whole or in part, that SaskPower deems, in its sole discretion, to be inappropriate, unlawful or in violation of these terms and conditions. If you are dissatisfied with the Website, any of the services, any of the content, or any of the terms and conditions, rules, policies, or practices of SaskPower in operating the Website and the services, your sole and exclusive remedy is to discontinue using the Website and the services.

14. GENERAL

Subject to section 15 of these terms and conditions, these terms and conditions form the entire agreement between you and SaskPower with respect to your use of this Website,

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the services and the content. Failure or delay by SaskPower to enforce the provisions of these terms and conditions or SaskPower's rights or remedies at any time will not be construed to be a waiver of SaskPower's rights under these terms and conditions and will not prejudice SaskPower's right to take subsequent action. If any provision in these terms and conditions is illegal, invalid or unenforceable at law, it shall be deemed to be severed from these terms and conditions and the remaining provisions shall continue in full force and effect. These terms and conditions and any disputes or actions arising from this Website, the services or the content contained on this Website shall be governed by the laws of the province of Saskatchewan, Canada and you hereby submit to the jurisdiction of the courts of the province of Saskatchewan, Canada and agree to bring any action exclusively in such courts.

15. SASKPOWER'S TERMS AND CONDITIONS OF SERVICE

In addition to these terms and conditions, you shall abide by and be bound by SaskPower's electrical service terms and conditions of service (available at www.saskpower.com) with respect to any and all services provided to you by SaskPower. In the event of a conflict between SaskPower's electrical service terms and conditions of service and these terms and conditions of service regarding the "services" as defined under these terms and conditions of service, these terms and conditions of service shall govern. In the event of a conflict between SaskPower's electrical service terms and conditions of service and these terms and conditions of service regarding any other SaskPower service, SaskPower's electrical service terms and conditions shall govern.

SaskPower customers who register for the services provided for under this Website may no longer receive invoice or billing statements for electrical service from SaskPower through the mail or in paper format. SaskPower will send the registered SaskPower customer a reminder email indicating that the customer's new SaskPower invoice or bill is ready to be viewed on the Website. All provisions respecting SaskPower invoices and bills set out in SaskPower's electrical service terms and conditions shall also apply to any on-line invoices and bills.

16. PRE-AUTHORIZED PAYMENTS TERMS AND CONDITIONS:

These terms apply if you have authorized automatic payments with SaskPower. Please read these terms carefully.

I/We authorize SaskPower and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions as per my/our instructions

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for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our SaskPower account(s). Regular payments for the full amount of services delivered will be debited to my/our specified account on the withdrawal date indicated on my/our SaskPower bill/invoice. SaskPower will obtain my/our authorization for any other one-time or sporadic debits.

This authorization is to remain in effect until SaskPower has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a Pre-authorization Payment Plan Agreement at my/our financial institution. I/We acknowledge that this authorization is to remain in effect until SaskPower has sent me/us written notice of termination of this agreement, and that SaskPower has the authority to terminate the plan upon notice.

SaskPower may not assign this authorization, whether directly, or indirectly, by operations of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any Pre-authorized Payment that is not authorized or is not consistent with this Pre-authorized Payment Plan Agreement. To obtain a form for a reimbursement claim, or for more information on my/our recourse rights, I/We may contact my/our financial institution.

Upon the provision of personal information, I/We consent to the collection, storage and retention of such personal information by SaskPower in accordance with SaskPower's Privacy Policy located at www.saskpower.com/Privacy.

I/We are responsible for confirming the payment amount by logging into my SaskPower Online Account after each billing date, or by checking my paper bill (where a paper bill is received).