Burlington Hydro's Outage Alerts Terms of Use

Effective Date: October 2026

1. Acceptance of Terms

By opting in to receive email and/or SMS/text outage alerts from Burlington Hydro Inc. (collectively, "Burlington Hydro," "we," "us," or "our"), OR OTHERWISE BY USING THE SERVICE AT ANY TIME, you agree that you have read and understood, and that you accept and agree to be bound by, these Terms of Use, our Privacy Policy Statement, and our Website Conditions of Service, without limitation or qualification.

2. Service Description

Our email and/or SMS/text outage alerts service is an opt-in program that provides on-the-go access to important information about power outages impacting its customers (i.e., initial outage notification, estimated times of restoration, restoration progress, etc.).

Messages may be sent at any time, including between 10:00 p.m. and 6:00 a.m. Message frequency may vary based on outage activity.

You are under no obligation to continue using the email and/or SMS/text outage alerts service and may opt out at any time and without prior notice to Burlington Hydro. Visit the MyBurlingtonHydro account portal to manage your notification preferences to stop receiving SMS/text or email outage alerts. As per Canada's Anti-Spam Legislation (CASL), you can also text "STOP" to 1-877-310-4937 to stop receiving SMS/text outage alerts. In this instance, you

must text “START” or “UNSTOP” to 1-877-310-4937 to opt in again while also confirming your notification preferences in MyBurlingtonHydro.

If you cease to be a Burlington Hydro customer, your participation in the email and/or SMS/text outage alerts service will be automatically terminated. If you move within Burlington Hydro’s service territory, the outage alerts service via email and/or SMS/text message will need to be re-configured for your new account/address in MyBurlingtonHydro. As above, you are under no obligation to continue to use the email and/or SMS/text outage alerts service and may opt out at any time and without prior notice to Burlington Hydro.

If you are experiencing issues with outage notifications, email cservice@burlingtonhydro.com, or call 905-332-1851.

Carriers are not liable for delayed or undelivered messages.

There is no cost imposed by Burlington Hydro for you to utilize the email and/or SMS/text outage alerts, although message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text or data plan, it is best to contact your carrier directly.

In the event of an outage impacting a large number of customers, Burlington Hydro reserves the right to turn off the email and/or SMS/text outage alerts service.

3. Eligibility & User Conduct

You acknowledge and agree that:

- You are a current customer of Burlington Hydro.
- You are at least 18 years of age and understand that enrollment in this service is restricted to individuals who meet this age requirement.
- You will not send or otherwise make available content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or contains hate speech; and/or
- You will not use the email and/or SMS/text outage alerts service in violation of any local, provincial, and/or federal law.

4. Privacy & Data Use

We collect and use your mobile number, email address, and outage-related preferences solely to provide this service. Your personal information is handled in accordance with our Privacy Policy Statement, and:

- Will not be sold or shared for marketing purposes
- May be shared with third-party service providers only to deliver the email and/or SMS/text outage alerts service
- Is stored securely and retained only as long as necessary

5. NO WARRANTIES

YOUR USE OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE IS AT YOUR SOLE RISK, AND THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BURLINGTON HYDRO, ITS AFFILIATES, PARTNERS, LICENSORS, SUPPLIERS AND AGENTS (AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND REPRESENTATIVES) (COLLECTIVELY, THE "BURLINGTON HYDRO INC PARTIES") DO NOT GUARANTEE OR WARRANT: (I) THE PERFORMANCE, AVAILABILITY, COVERAGE, UNINTERRUPTED USE, SECURITY OR OPERATION OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE; (II) THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE, THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE CONTENT AND/OR THE RESULTS OBTAINED; AND/OR (III) THAT THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE WILL MEET YOUR REQUIREMENTS. THE BURLINGTON HYDRO INC PARTIES DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE OR THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE CONTENT. YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE IS AT YOUR OWN RISK. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND,

EXPRESS OR IMPLIED, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. LIMITATION OF LIABILITY

THE BURLINGTON HYDRO INC PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, ECONOMIC OR PUNITIVE DAMAGES OR ANY LOSS (INCLUDING LOSS OF PROFIT OR REVENUE, FINANCIAL LOSS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURY, DEATH OR ANY OTHER FORESEEABLE OR UNFORESEEABLE LOSS, HOWEVER CAUSED) THAT RESULTS FROM OR RELATES DIRECTLY OR INDIRECTLY TO ANY ASPECT OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE, THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE CONTENT, YOUR PARTICIPATION IN THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE, EVEN IF WE WERE NEGLIGENT OR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (I) THE USE OR THE INABILITY TO USE THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE; (II) STATEMENTS AND/OR EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE CONTENT; (III) OUR TERMINATION, RESTRICTION OR SUSPENSION OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE; (IV) OUR CHANGES TO THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE; (V) ANY UNAVAILABILITY OF THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE; (VI) ANY ERRORS IN THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE CONTENT; AND/OR (VII) ANY OTHER MATTER RELATING DIRECTLY OR INDIRECTLY TO THE EMAIL AND/OR SMS/TEXT OUTAGE ALERTS SERVICE. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

7. Service Changes and Termination

Burlington Hydro may amend, restrict, suspend, or otherwise change, at any time, any aspect of the email and/or SMS/text outage alerts service, including any provision of these email and/or SMS/text outage alerts service Terms of Use (including Burlington Hydro's Privacy Policy Statement, and our Website

Conditions of Service). Any material changes will be posted on Burlington Hydro's website and/or sent via a broadcast message. If you do not accept such change, your remedy is to terminate your participation in the email and/or SMS/text outage alerts service as set out above. Your continued use of the email and/or SMS/text outage alerts service after any changes to these email and/or SMS/text outage alerts service Terms of Use constitutes your acceptance of the new terms.

Burlington Hydro reserves the right to terminate the email and/or SMS/text outage alerts service or disable any subscriber's use of or access to the email and/or SMS/text outage alerts service for any reason and without any notice, and to refuse access to any prospective subscriber for any reason. Your participation in the email and/or SMS/text outage alerts service will be automatically terminated as of the date you cease to be a customer of Burlington Hydro for any reason.

8. Governing Law and Jurisdiction

The Terms are governed exclusively by the laws of the province of Ontario and the laws of Canada applicable therein, and you submit to the exclusive jurisdiction of the courts of Ontario.

9. General

These email and/or SMS/text outage alerts service Terms of Use (including Burlington Hydro's Privacy Policy Statement, and our Website Conditions of Service, referred to above) contain the entire agreement between you and Burlington Hydro regarding your use of the email and/or SMS/text outage alerts service, and supersede all prior understandings between you and Burlington Hydro with respect to the email and/or SMS/text outage alerts service. If any part of these email and/or SMS/text outage alerts service Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of these email and/or SMS/text outage alerts service Terms of Use, and the remaining portions shall remain in full force and effect.