



ONYX ENERGY

CUSTOMER SERVICE AGREEMENT

Fields marked with an asterisk (*) are required.

CUSTOMER INFORMATION PLEASE PRINT	Customer Status* Owner Tenant	Occupancy Date* (MM-DD-YYY)	
Service Address* (Number, Street, Unit Number)	City	Province*	Postal Code*
ACCOUNT HOLDER #1	First Name*	Middle Name	Last Name*
IDENTIFICATION (Please Complete One)	DOB*	Driver's License Number	SIN # (Optional)
Primary Phone*	Secondary Phone	Email Address*	
ACCOUNT HOLDER #2	First Name*	Middle Name	Last Name*
IDENTIFICATION (Please Complete One)	DOB*	Driver's License Number	SIN # (Optional)
Primary Phone*	Secondary Phone	Email Address*	
<p>If you would like to receive invoices by mail please check the below box. Note additional fees may apply for paper invoicing.</p> <p>Please circle YES or NO to indicate if you would like paper invoices to be mailed to you</p>			

CUSTOMER SERVICE AGREEMENT TERMS AND CONDITIONS

1. The Customer is the Purchaser/Owner, Occupant and/or Tenant of the residential, commercial or industrial unit (known throughout this document as the "Service Unit"), located in the building at the Service Address (referred to herein as the "Complex").
2. The Customer acknowledges that Onyx Energy will provide the following services (the "Services") to the Service Unit:
 - a. ONYX ENERGY shall measure and record actual electricity, gas, water and/or thermal energy (collectively known throughout this agreement as "Utility Services") for the Service Unit, as applicable. Check all that apply:

<input type="checkbox"/> Electricity	<input type="checkbox"/> Thermal
<input type="checkbox"/> Water	<input type="checkbox"/> Gas
 - b. ONYX ENERGY shall monthly prepare invoices showing the amount of Utility Services consumed at the Service Address, and the amount payable by the Customer for the Utility Services, and





- c. ONYX ENERGY shall issue monthly invoices by mail, email or make invoices available over the internet. Unless otherwise specified by the Customer, ONYX ENERGY shall email the invoices to the Customer at the address provided; and
- d. ONYX ENERGY shall provide customer service in respect of general inquiries and records retrieval. Specific services shall be provided by ONYX ENERGY on a fee-for-service basis in accordance with ONYX ENERGY's Conditions of Service and Fee Schedule.

3. The Customer consents to ONYX ENERGY as the service provider for the Utility Services at the Service Unit and agrees to pay for the Utility Services provided including the application of Service Fees by ONYX ENERGY provided to the Customer in invoices issued by ONYX ENERGY.

4. The Customer acknowledges that the developer, the condominium corporation and the Owner or any other agent of the Service Unit has disclosed to the Customer in advance of purchase or lease that the Complex in which the Service Unit is located has contracted ONYX ENERGY to provide these services including but not limited to meter reading, utility billing, collections and account administration for the term of this agreement.

5. The Customer agrees that because ONYX ENERGY will be billing the Customer only after services are provided, ONYX ENERGY is extending to the Customer a form of credit during the time from initial provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of ONYX ENERGY, the terms of which can be found by asking any ONYX ENERGY representative or reviewing ONYX ENERGY's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to ONYX ENERGY's Conditions of Service. ONYX ENERGY may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if ONYX ENERGY incurs any fees to obtain a credit reference for the Customer, such fees shall be included in the Customer's invoice(s).

6. The Customer hereby consents to ONYX ENERGY providing consumption and payment information in respect of the Service Unit to the Developer/Condominium Corporation/Owner/Landlord and may disclose personal information about Service Units for the purpose of performing collections on unpaid balances. The Customer acknowledges and consents to the transfer of this information between these parties as may be reasonably required for the purpose of performing collections activities and tracking unpaid balances.

7. The Customer acknowledges that ONYX ENERGY is not the owner of the Complex, nor is it responsible for the maintenance, operation or condition of the electrical, gas, water and mechanical infrastructure of the Complex including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures. ONYX ENERGY is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Complex is situated.

8. The Customer agrees to provide ONYX ENERGY with access to the sub-metering system whenever reasonably required for the purpose of maintaining, repairing, inspecting or removing the sub-metering system. The Customer agrees that ONYX ENERGY may request access to the Service Unit from the Customer or through the Complex Condominium Corporation/Owner/Developer for the purpose of obtaining access to the Service Unit to perform these activities.

9. The Customer shall not modify, or permit any other person/occupant or Tenant to change or modify any of the infrastructure, piping or appliances downstream from the sub-metering system unless it has provided ONYX ENERGY with at least 30 days' prior written notice of such change or modification and included any applicable drawings.

10. The Customer agrees that the charges for Utility Services supplied to the Service Unit shall be comprised of electricity, natural gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges are being collected by ONYX ENERGY on behalf of the developer, condominium corporation and/or the owner, as applicable, for the Complex in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with ONYX ENERGY's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.

11. The Customer agrees that ONYX ENERGY may impose late payment charges on amounts owing under this agreement that remain outstanding beyond the due date specified on each invoice and in accordance with ONYX ENERGY's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs that may be imposed by ONYX ENERGY as a result of late payment.

12. Customers that fail to pay utility or utility-related charges due to ONYX ENERGY under this agreement, may be subject to additional collection activities by ONYX ENERGY which can include: legal remedies, utility disconnection or limited delivery of Utility Services to a Service Unit. The Service Unit shall be subject to such remedies until such time the outstanding charges are paid in full.

13. In no event shall ONYX ENERGY and their Affiliates and their respective directors, officers, employees, agents and contractors' be liable for any claim for any indirect, consequential, punitive, incidental or special damages which either party may incur or experience resulting from or arising in connection with this Agreement even if the other party has been advised of the possibility of such damages. The Customer further releases ONYX ENERGY, its directors, officers, employees, agents and servants from any and all claims or demands whatsoever or howsoever arising in law or in equity resulting from the use by the Corporation or reliance by the Corporation upon the results, deliverables and/or products or services provided under this Agreement, unless said claims and/or demands result in damages awarded by a court order. ONYX ENERGY shall not be held liable by the Customer for any claim for damages or other legal remedy which is based in anyway on the consequences flowing from utility disconnection due to the Customer's failure to pay invoices or otherwise.





14. No Act of God, flood, strike, lock-out, labour disruption, unavailability of materials, law, bankruptcy or insolvency of contractors, fire, civil insurrection, act of terrorism or any other condition which is beyond the control of ONYX ENERGY be used to justify a claim of default of performance by ONYX ENERGY of its obligations under this contract. Financial inability shall not constitute a force majeure event.

15. This Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario. If any part or parts of this Agreement becomes invalid, or are ruled illegal, or unenforceable by any court of competent jurisdiction, or are deemed unenforceable under current applicable law, only said part will be removed, while all other remaining parts of the Agreement will remain valid and fully enforceable.

16. ONYX ENERGY shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, court or otherwise.

17. The Customer acknowledges and agrees that ONYX ENERGY may from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.

18. The contents of this agreement shall be extended and be binding upon the respective executors, heirs, successors, administrators and permitted assigns of each party hereto. ONYX ENERGY may assign any of its rights and obligations under this agreement and such assignment will constitute a full release for ONYX ENERGY from any further obligations to the Customer under this agreement. All obligations of the Customers under this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.

10. Termination of the agreement may be given by ONYX ENERGY to the Customer notice thereof, in which case ONYX ENERGY may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder.

20. The Customer shall provide written notice to ONYX ENERGY, at least 30 days prior to the Customer vacating the Service Unit of their intent to rent, sell, vacate and/or assign the Service Unit to another party. The Customer shall provide a forwarding address, phone number and email address to ONYX ENERGY prior to transfer of the unit. Failure to provide a forwarding address will result in forfeiture of deposit. Upon the Customer vacating the Service Unit, ONYX ENERGY will complete a final reading for billing purposes if proper notice has been provided. The Customer will be emailed a final invoice within thirty (30) days of the final reading and any deposit held by ONYX ENERGY to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by ONYX ENERGY to the Customer minus any closing fees that may be imposed by ONYX ENERGY. Where the Customer fails to comply with this clause, the Customer's obligation to pay ONYX ENERGY for the Services shall continue until ONYX ENERGY has made a final reading and the final invoice is paid.

21. ONYX ENERGY agrees that any personal information collected or provided by the Customer (or by the condominium corporation, the developer, or the owner, as applicable, to the Complex in which the Service Unit is located) shall be subject to applicable laws and Onyx's Privacy Policy which can be obtained from any ONYX ENERGY representative. The Customer agrees that ONYX ENERGY may undertake a credit reference check of the Customer and ONYX ENERGY agrees that the results thereof shall be handled by ONYX ENERGY in accordance with the Privacy Policy and applicable laws.

I certify that I have read and understood the above Onyx agreement document and that the information provided and that the Customer listed above and signing below consents to the terms disclosed.

Name (Print): _____ **Signature:** _____

Date: _____

Name (Print): _____ **Signature:** _____

Date: _____

