



# LBA Registration/Change Form

For use by Large Billing Account Customers requesting access or changes to their myEnbridge profile

\_\_\_\_\_ (the "Customer") has a Large Billing account (LBA) with Enbridge Gas Distribution Inc. ("EGDI"). The Customer hereby requests EGDI to either:

- register the Customer in myEnbridge; or
- amend the Customer's myEnbridge profile,

and acknowledges and agrees to the Terms of Use on the EGDI Website (<https://www.enbridgegas.com/tou>) and acknowledges the EGDI Privacy Policy (<https://www.enbridgegas.com/pp>).

## SECTION 1 – APPOINTMENT OF LBA OWNER

The Customer hereby appoints the natural person set out in the table below as the LBA Owner for the Customer. The Customer acknowledges that such LBA Owner will have the access and rights with respect to the Customer's billing account information and myEnbridge profile set out in the Terms of Use.

First Name*	Last Name*	Business Email Address*
Company*	Position*	Work Phone*
Work FAX (area, number + extension)		

\*Required fields

The Customer hereby directs and authorizes EGDI to create a User ID for the LBA Owner in order for such person to gain access to the Customer's myEnbridge billing account information and myEnbridge profile information for the account numbers identified in Section 2, as may be amended by the Customer from time to time.

## SECTION 2 – ACCOUNT NUMBERS

The Customer hereby directs and authorizes EGDI to assign the account numbers listed below to the Customer's myEnbridge profile:

Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	

Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	

Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	

\*Required fields

Company legal name (Please print)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

### INTERNAL USE ONLY

User Agreement #	_____
Approved By:	_____
Date:	_____

Mail, Fax or Email your completed and signed form to:  
**Large Business Accounts Enbridge Gas Distribution Inc.**  
**3401 Schmon Parkway, Thorold ON, L2V4Y6**  
**Fax: 1-855-242-0499**  
**Email: [lba@enbridge.com](mailto:lba@enbridge.com)**

## SECTION 2 – ACCOUNT NUMBERS (CONTINUED)

The Customer hereby directs and authorizes EGDI to assign the account numbers listed below to the Customer's myEnbridge profile:

Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	
Account Number*	Service Address*
Yes, please enroll this account for paperless billing services as set out in the EGDI Website Terms of Use.	

\*Required fields

Company legal name (Please print)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### INTERNAL USE ONLY

User Agreement # \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms of Use

### Legal Notice

#### PART 1 - TERMS APPLICABLE TO THE WEBSITE AND OFFERED SERVICES

##### 1. APPLICATION OF THE TERMS OF USE

These terms of use (the "Terms of Use") apply to the use of this website (the "Website") and any services offered ("Offered Services") through this Website. Please read these Terms of Use carefully before using the Website as they contain important information that you should be aware of before using information contained within this Website and any Offered Services. In addition to these Terms of Use, certain Offered Services may have additional terms and conditions in relation to your use of such Offered Services. This Website and the Offered Services are provided to you as a convenience.

BY ACCESSING AND BROWSING THE WEBSITE WITHOUT USING ANY OFFERED SERVICES, YOU AGREE TO PART 1 OF THESE TERMS OF USE WITH ENBRIDGE INC. ("Enbridge") and Enbridge Gas Distribution Inc. ("EGDI")(collectively, the "Companies"). BY ACCESSING AND USING ANY OFFERED SERVICES CONTAINED IN THIS WEBSITE, THEN IN ADDITION TO PART 1, YOU AGREE TO PART 2 OF THESE TERMS OF USE WITH the Companies. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE PLEASE STOP USING THE WEBSITE AND THE OFFERED SERVICES IMMEDIATELY.

Except as provided for in Part 2 of these Terms of Use, the Companies may revise and update these Terms of Use at anytime without notice. Please periodically review the Terms of Use posted at the Website. Your continued usage of the Website will mean acceptance of those changes. The Terms of Use apply only to your use of the Website and the Offered Services and do not apply to any other services or products that you may purchase from Enbridge, its subsidiaries or affiliates or any third party.

##### 2. NO SOLICITATION

The information provided about the Companies through this Website is intended solely for the general knowledge of visitors to the Website and does not constitute an offer or a solicitation of an offer for the purchase or sale of any shares or other securities of Enbridge or any member of the Enbridge group of companies. The information on this Website is not intended to modify, qualify, supplement or amend information disclosed under corporate and securities legislation of any jurisdiction applicable to Enbridge and should not be used for the purpose of making investment decisions concerning securities of Enbridge.

##### 3. CURRENCY AND ACCURACY OF INFORMATION

Although the Companies make reasonable efforts to ensure that the information provided through this Website is current and accurate, the Companies make no representations or warranties as to the accuracy, reliability, completeness or timeliness of such information. Certain documents and other materials on this Website, including investor presentations, conference calls and documents filed by Enbridge with the securities regulatory authorities of each Province of Canada and listed and/or linked to the Website, speak only as of the dates on which such documents and materials were filed or otherwise used by Enbridge. The contents of such documents or materials may become out-of-date, however, the Companies make no commitment and disclaims any duty to update those documents and materials, except as required by applicable law.

##### 4. HARDWARE, SOFTWARE AND INTERNET ACCESS

It is your responsibility to ensure that you have the appropriate hardware, software, and Internet access services to access the Website and allow proper use of the Website and any Offered Services. If you have difficulty using the Website or the Offered Services, please notify Enbridge. Neither Enbridge, nor any of its subsidiaries or affiliates nor any third parties on the bill, shall be responsible for any of your costs associated with your use and/or access of the Website and any Offered Services.

##### 5. LINKS TO THIRD PARTY SITES

The Website contains links to third party sites. These links have been provided solely as a convenience for users of the Website and do not constitute an endorsement by the Companies or any of their subsidiaries or affiliates of the content of such third party sites. Links to the Website may also be provided from other sites either known or unknown to the Companies or any of their subsidiaries or affiliates. Access to any other website linked to or from the Website is at your own risk. The Companies, or any of their subsidiaries or affiliates, have not reviewed and are not responsible for the content of any third party sites linked to or from the

Website and do not make any representations regarding the content or accuracy of materials on such third party sites.

##### 6. LIMITED LICENSE, COPYRIGHT, TRADEMARKS AND USE

The Website and its contents are protected by copyright, trademark and other proprietary rights of the Companies, their subsidiaries or affiliates, or third parties. Except as expressly permitted in these Terms of Use, no portion of the Website or its contents, including trademarks, logos and service marks, may be reproduced in any form, or by any means, without prior written permission from the Companies, their subsidiaries or affiliates, or the applicable third party and nothing herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under or to any intellectual property, including patent, trademark or copyright of the Companies, their subsidiaries or affiliates, or any third party.

The Companies, as applicable, grant to you a limited, personal, non-transferable license to use and copy materials published by the Companies on the Website solely for non-commercial use within your organization in support of the Companies, as applicable, products or services. Such license is revocable by the Companies, as applicable, at any time and at the Companies' sole option. No other use of the materials is authorized. In consideration of this limited license, you agree that any copy of Website materials which you make shall retain all copyright, trademark and other proprietary notices in the same form and manner as on the original and you must explicitly acknowledge the Companies as the provider of such content and the owner of such copyright or trademark. You will use the Website, the Offered Services, and any other content or information found on the Website solely for lawful purposes. You shall not upload to, distribute to or otherwise disseminate through the Website any material or information of any kind that is libellous, defamatory, obscene, pornographic, abusive or otherwise violates any law or infringes or violates any rights of another person or entity, or contains a solicitation of funds, advertising or a solicitation for goods or services. You will be solely responsible for the content of any material or information that you make available through the Website. You will also be liable for any loss or damage resulting, directly or indirectly from you making any material or information available through the Website.

You acknowledge that your use of portions of the Website, including an Offered Service may require a user id and password. You must keep your user id and password confidential. You will be responsible for any use of any Offered Services through the use of your user id and password whether or not authorized by you.

##### 7. FORWARD LOOKING STATEMENTS

Some of the information on this Website may contain projections or other forward-looking statements regarding future events or the future financial performance of Enbridge. Enbridge cautions that the statements are only predictions and by their nature, forward-looking statements involve risk and uncertainty. Enbridge's actual results may differ materially from those expressed or implied in such forward-looking statements or could affect the extent to which a particular projection is realized. The information contained on this Website should be read in conjunction with the more comprehensive information filed by Enbridge with securities regulatory authorities, including risks and uncertainties relating to Enbridge and forward-looking statements contained therein.

##### 8. TERMINATION

The Companies may terminate your use of the Website and the Offered Services or a particular Offered Service, if you have used the Website and any Offered Services in any way that is contrary to law, these Terms of Use, or in any way that disrupts the Website or Offered Services.

##### 9. DISCLAIMER AND EXCLUSION OF WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE AND THE OFFERED SERVICES ARE PROVIDED TO YOU BY THE COMPANIES AS A CONVENIENCE TO YOU AND WITHOUT ANY MONETARY CHARGE TO YOU. IN RETURN, YOU AGREE THAT YOUR USE OF THE WEBSITE AND ANY OFFERED SERVICES (INCLUDING DOWNLOADING ANY MATERIALS AND INFORMATION FROM THE WEBSITE) IS AT YOUR SOLE RISK AND IS PROVIDED BY THE COMPANIES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED.

EXCEPT AS REQUIRED BY APPLICABLE LAW OR PURSUANT TO PART 2 OF THESE TERMS OF USE, THE COMPANIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. THE ENTIRE RISK ARISING OUT OF USE, PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE THE OFFERED SERVICES REMAINS WITH YOU.

#### **10. EXCLUSION AND LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE COMPANIES, THEIR SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SUPPLIERS (THE "ENBRIDGE PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEBSITE, ANY OFFERED SERVICE AND/OR FOR ANY BREACH OF THE TERMS OF USE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, PERSONAL INJURY, DEATH, LOSS OF DATA OR ANY OTHER PECUNIARY LOSS, EVEN IF SUCH PARTIES OR ANY ONE OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, AND ANY OFFERED SERVICES AVAILABLE ON OR THROUGH THE WEBSITE, OR WITH ANY OF THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE AND THE OFFERED SERVICES.

#### **11. INDEMNIFICATION**

You agree to indemnify and hold each of the Companies, their subsidiaries and affiliates harmless from all claims, liabilities, damages, losses, including reasonable legal fees and expenses, due to or arising out of your use of the Website, any Offered Service, or your breach of the Terms of Use.

#### **12. INVALIDITY OF PROVISIONS**

If any provision or provisions of the Terms of Use shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **13. JURISDICTION**

Except where specified in Part 2 of these Terms of Use in respect of a particular Offered Service, these Terms of Use shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding the conflict or choice of law provisions. You agree to comply with all applicable laws and regulations in your use of the Website and the Offered Services, including all applicable federal, provincial and local laws, and, if you reside outside of Canada, the laws of the country where you reside. If you access the Website from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Unless otherwise set out in Part 2 of these Terms of Use in respect of a particular Offered Service, any dispute arising out of the use of the Website or these Terms of Use shall be governed by the laws of the Province of Alberta, Canada. You agree to submit to the non-exclusive jurisdiction of the courts in the Province of Alberta, Canada.

#### **14. HEADINGS**

The headings contained herein are for convenience of reference only and shall not form part of the Terms of Use. Such headings shall be ignored in the interpretation or construction of any of the Terms of Use.

#### **15. ENTIRE AGREEMENT**

The Terms of Use, which may be modified from time to time, including any documents referenced herein and any other applicable terms and conditions contained on the Website and the Offered Services, constitute the entire agreement between the Companies and you pertaining to your use of the Website and the Offered Services. The Companies' failure to enforce any provision of the Terms of Use shall not be construed as a waiver of such provision. For clarity, an Offered Service may have additional terms and conditions pertaining to the use of such Offered Service, which additional terms may be found on that portion of the Website relating to such Offered Service or which may have been provided to you by other means. To the extent of any inconsistency or conflict between the terms of Part 1 and Part 2 of the Terms of Use, for an Offered Service, the terms of Part 2 of these Terms of Use shall supersede the terms of Part 1.

#### **16. ASSIGNMENT**

The Terms of Use shall bind and enure to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder.

#### **17. ENGLISH LANGUAGE**

The parties confirm that it is their wish that the Terms of Use any other documents delivered or given pursuant to the Terms of Use, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

#### **18. PRIVACY POLICY**

By using the Website, you acknowledge notice of Enbridge's [Privacy Policy](#) or [EGDI's Privacy Policy](#), as the case may be.

### **PART 2 - TERMS APPLICABLE TO OFFERED SERVICES**

#### **19. GENERALLY**

In addition to the general conditions set out in Part 1 of these Terms of Use, this Part 2 contains additional terms and conditions that relate to particular Offered Services.

The Offered Services are provided to you as a convenience to you and without charge. The Companies reserve the right to withdraw any of the following Offered Services at any time upon providing any notice that may be required by applicable law in any manner prescribed by applicable law. We reserve the right to change any provision herein at any time upon notice to you. If you do not agree to our proposed change, you may terminate the Offered Service without penalty to you. If no manner of notice is prescribed for the termination of a service or a change in these Terms of Use in respect of an Offered Service, we may use any manner in our discretion, including providing notice through this Website or through a message sent via the Offered Service.

#### **20. ELECTRONIC BILLING SERVICES**

(a) By enrolling for electronic billing services (the "e-Billing Services"), you will no longer receive a paper bill. You will receive an email to notify you when your electronic bill is ready for viewing, and such email may include your EGDI account number, the payment due date and the amount due on the payment due date. It is your responsibility to ensure that your information, including email address, is correct and up to date. Failure to receive email notification does not limit or affect your obligation to pay your bill on time.

(b) Once enrolled and for so long as you are using the e-Billing Services, you have a limited, personal, non-transferable license to view, download an electronic version and print your bill and any inserts or enclosures (collectively the "Materials"). You may not alter, change, distort or otherwise modify the Materials or any content contained therein, including the amount and description of the charges on the bill or any terms or any proprietary notices contained on any of the Materials. You will not access or attempt to access any Materials, including the bill, of any other person.

(c) Printed copies of your electronic bill cannot be used to route a payment through an automated teller or a teller at a bank or by mailing a cheque.

(d) The Exclusion and Limitation of Liability contained within Section 10 of the Terms of Use shall apply to the e-Billing Services for the benefit of the Companies and any third parties whose charges appear on the electronic bill or who have contributed enclosures or inserts to the electronic bill.

(e) The e-Billing Services are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding the conflict or choice of law provisions. You agree to comply with all applicable laws and regulations in your use of the Website and the Offered Services, including all applicable federal, provincial and local laws, and, if you reside outside of Canada, the laws of the country where you reside. If you access the e-Billing Services from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Any dispute arising out of the use of the e-Billing Services shall be governed by the laws of the Province of Ontario, Canada. You agree to submit to the exclusive jurisdiction of the courts in the Province of Ontario, Canada.

#### **21. ONLINE SELF-SERVICE METER READING (THE "ONLINE READING")**

By submitting an Online Reading for an EGDI account (the "Account") through the Website, you declare and acknowledge that:

(a) The Online Reading is accurate to the best of your knowledge, that you are authorized as or by the Account holder to submit the Online Reading, and that you authorize EGDI to rely on the Online Reading for the

purposes of measurement, billing and collection for natural gas distribution and related services;

(b) The Online Reading does not in any way derogate from, or substitute for, the right of EGD, according to all applicable laws, to access all parts of the premises to which EGD provides natural gas distribution and related services; and

(c) Without limitation to the generality of the foregoing, EGD retains the right to interrogate any EGD meter, reject or amend the Online Reading, and to estimate a reading for any EGD meter for the purposes of measurement, billing and collection for natural gas distribution and related services.

Online Reading is not available for Large Business account customers.

## **22. myENBRIDGE**

By enrolling in myEnbridge, you declare and acknowledge that:

(a) There are two types of myEnbridge access: (i) Residential (Rate 1) and Commercial (Rate 6) (collectively, "Mass Market") access; and (ii) Large Business access. Your EGD bill indicates your myEnbridge access type.

(b) Mass Market and Large Business myEnbridge access are separate Offered Services. Your myEnbridge user id must be unique for each access type, and cannot be used for any other access type. For certainty, if you require both Mass Market and Large Business myEnbridge access, you must have a separate myEnbridge user id for each type of access.

(c) Any information provided by you through the myEnbridge service will be accurate and complete.

(d) You will not use the myEnbridge service to access information about any account unless you have the authority to do so by the person or company whose account you are accessing.

(e) You will not provide any information to EGD through the myEnbridge service unless you have the authority to provide such information to us.

(f) The myEnbridge service shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding the conflict or choice of law provisions. You agree to comply with all applicable laws and regulations in your use of the Website and the Offered Services, including all applicable federal, provincial and local laws, and, if you reside outside of Canada, the laws of the country where you reside. If you access myEnbridge from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Any dispute arising out of the use of myEnbridge shall be governed by the laws of the Province of Ontario, Canada. You agree to submit to the non-exclusive jurisdiction of the courts in the Province of Ontario, Canada.

(g) The Exclusion and Limitation of Liability contained within Section 10 of the Terms of Use shall apply to the myEnbridge service for the benefit of the Companies and any third parties whose charges appear on the electronic bill or who have contributed enclosures or inserts to the electronic bill.

## **Additional Terms for Large Business account ("LBA") myEnbridge Customers**

By enrolling in myEnbridge for LBA access, you declare and acknowledge that:

(a) Each LBA customer seeking access to myEnbridge (the "LBA Customer") shall appoint an "LBA Owner" and shall designate account number(s) to be associated with the LBA Customer's myEnbridge profile using the agreement(s) designated from time to time by EGD. Only one LBA Owner may be appointed from time to time per myEnbridge LBA Customer profile. The LBA Customer will also be responsible for notifying EGD of the removal or addition of the LBA Owner.

(b) The LBA Owner will have viewing and downloading privileges for all of the myEnbridge billing account information for all of the accounts linked to the LBA Customer's myEnbridge profile, and may amend the LBA Customer's myEnbridge billing account information and the LBA Customer's myEnbridge profile (including, without limitation, the amendment of Customer contact information and billing addresses, the addition or removal of account(s) from the e-Billing Service and the addition or removal of LBA Users). The LBA Owner will receive an email notification when the electronic bill is ready for viewing if account(s) associated with the myEnbridge profile are enrolled for e-Billing Services.

(c) LBA Users are designated by the LBA Owner in writing or as otherwise permitted by EGD. LBA Users have viewing and downloading privileges for all the myEnbridge billing account information for all of the accounts linked to the LBA Customer's myEnbridge agreement profile, and will receive an email notification when the electronic bill is ready for viewing if

account(s) associated with the myEnbridge agreement profile are enrolled for e-Billing Services.

(d) Each individual accessing the Offered Service for an LBA Customer ("Authorized Personnel") shall be assigned a user id and shall select a password. Authorized Personnel will be able to change passwords and identifying information associated with their user id. Authorized Personnel shall include "LBA Users" and "LBA Owners". EGD may limit the number of Authorized Personnel associated with each myEnbridge profile. LBA Customer is responsible for all acts or omissions of its Authorized Personnel.

(e) Upon receipt of a request to remove an Authorized Personnel from the Customer's myEnbridge profile, EGD shall take reasonable steps to remove such Authorized Personnel as soon as practicable.

Notwithstanding the foregoing, the Customer shall remain responsible for any use of myEnbridge and all actions taken by such Authorized Personnel until the actual removal of such Authorized Personnel.

## **23. Enbridge Industrial Energy Solutions Portal (the "IESPortal")**

By enrolling in the IESPortal, you declare and acknowledge that:

(a) There is no charge for this service. Access to and use of the IESPortal is available to qualified industrial customers of Enbridge and their authorized contractors and agents. To be considered a qualified industrial customer you must be an Enbridge customer in rate class 110, 115, 170, 6, 135 or 145 and be involved in the production or enhancement of mercantile goods. (b) Your IESPortal id must be unique for your use of the IESPortal and cannot be the same id used for other Enbridge services such as myEnbridge.

(c) Any information provided by you through the IESPortal will be accurate and complete.

(d) You will not use the IESPortal to attempt to access information about any Enbridge customer unless you have the authority to do so by the person or company whose information you are accessing.

(e) You will not provide any information to EGD through the IESPortal unless you have the authority to provide such information to us and by your use of the IESPortal you confirm that you have received such authority.

(f) The IESPortal service shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding the conflict or choice of law provisions. You agree to comply with all applicable laws and regulations in your use of the Website and the Offered Services, including all applicable federal, provincial and local laws, and, if you reside outside of Canada, the laws of the country where you reside. If you access the IESPortal from outside of Canada, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Any dispute arising out of the use of the IESPortal shall be governed by the laws of the Province of Ontario, Canada. You agree to submit to the non-exclusive jurisdiction of the courts in the Province of Ontario, Canada.

(g) All data provided by you to the IESPortal shall become the property of EGD and EGD shall be entitled to use this data and to claim 100% of any natural gas savings arising from your use of IESPortal or any incentives offered through IESPortal.

(h) For greater certainty, the Disclaimer and Exclusion of Warranty and Exclusion and Limitation of Liability contained within Sections 9 and 10 of the Terms of Use shall apply to your use of the IESPortal service. In particular, EGD makes no representation, warranty or guarantee about the accuracy of the Payback Period Calculator nor does Enbridge make any representation or warranty about the accuracy of the greenhouse gas emissions estimated by the Greenhouse Gas Calculator.