



BULLFROG POWER INC.
366 Adelaide Street West, Suite 701
Toronto, ON M5V 1R9
Tel: 1-877-360-3464
Fax: 1-866-917-7318
Email: info@bullfrogpower.com

Terms & Conditions

Bullfrog-ecobee Bundle

1. **Green Electricity.** I agree to select a method of determining the amount of electricity I choose to bullfrogpower at my residence. The amount I choose to bullfrogpower is known as my "Electricity Usage". Bullfrog will cause wind and/or low-impact hydro power generators who are EcoLogo^M certified, or meet a similar standard or program as Bullfrog may approve, to generate and inject into the electricity grid an amount of green electricity equal to my Electricity Usage ("Green Electricity").
2. **Green Natural Gas.** I agree to select a method of determining the amount of natural gas I choose to bullfrogpower at my residence. The amount I choose to bullfrogpower is known as my "Natural Gas Usage". Bullfrog will cause green natural gas generators who meet the criteria set out in the Operating Criteria and Quantification Methodology prepared by ICF International, or meet a similar standard or program as Bullfrog may approve, to produce, deliver and inject into the natural gas pipeline system an amount of green natural gas equal to my Natural Gas Usage ("Green Natural Gas").
3. **Environmental Attributes.** On my behalf, Bullfrog will retire or cause to be retired all environmental and emission credits and attributes which Bullfrog receives or over which Bullfrog has control which are associated with the Green Electricity ("Green Electricity Certificates" or "GECs") and/or Green Natural Gas ("Green Natural Gas Certificates" or "GNGCs"). The GECs and/or GNGCs will only be retired and will not be sold or transferred by Bullfrog to any party, so that they may not be used to permit or offset any pollution or emissions. Bullfrog warrants that these GECs represent the general environmental benefits resulting from the generation and injection of renewable low-impact electricity into the electricity grid including, depending on the jurisdiction, the displacement of non-renewable fuels, the reduction of air emissions, the reduction of greenhouse gases, the reduction of solid and nuclear wastes and the reduction of impacts on aquatic, riparian and terrestrial ecosystems. Bullfrog warrants that these GNGCs represent the general environmental benefits resulting from the production and injection of green natural gas into the natural gas pipeline including, the displacement of non-renewable or fossil fuel based natural gas, the reduction of emissions and the reduction of greenhouse gases.

4. **Audit.** Bullfrog will make available calendar-year based statements verifying GEC and GNGC retirement prepared by a nationally recognized auditing firm.
5. **Usage and Billing.** As stated above, I agree to select a method of determining the amount of electricity and/or natural gas that I choose to bullfrogpower at my residence ("Electricity Usage" and "Natural Gas Usage"). I may at any time change the selected method by contacting Bullfrog. The combined total of my Electricity Usage and Natural Gas Usage will not be less than 650kWh, 4.12GJ or 108m³ or some combined total thereof. Should energy savings enabled by the ecobee3 thermostat device result in actual usage of less than 650kWh or equivalent for a single product (e.g. Green Electricity), I authorize Bullfrog to adjust my Usage balance to be made up with supply of another green energy product (e.g. Green Natural Gas). If required for the method I select, I hereby authorize Bullfrog to access and receive current and historical electricity consumption data or natural gas consumption data from my electricity or natural gas provider to determine my Electricity Usage and/or Natural Gas Usage. If written authorization where required is not provided or access is unavailable, Bullfrog will default my Electricity and/or Natural Gas Usage to the provincial averages as determined by Bullfrog. This authorization is valid beyond the term of this agreement until I receive my final invoice. I agree to pay Bullfrog by way of Pre- Authorized Credit Card or Debit within 30 days of invoice, which will be emailed to me.
6. **Price.** Bullfrog will charge me for GECs and/or GNGCs based upon my respective Electricity Usage and/or Natural Gas usage. I understand that the price set out in the Residential Agreement is for the GECs and/or GNGCs, and is in addition to the cost of conventional electricity or natural gas provided by my electricity and/or natural gas provider.
7. **Term.** This agreement can be terminated at any time upon written notice by either me or Bullfrog without penalty related to the Green Electricity or Green Natural Gas commitment. However, I may be subject to a Device Cost Recovery Fee as described in paragraph 8. Upon termination of this agreement, I shall cease to use any marks or identifiers associated with Bullfrog, or to continue with any marketing or environmental claims enabled by this agreement.
8. **Device Cost Recovery Fee.** I understand that as part of receiving a discounted rate on an ecobee3 smart thermostat as part of this agreement, I agree to a device amortization period of 24 months ("Amortization Period"). Should I decide to terminate this agreement, as - described in paragraph 7, prior to the end of the Amortization Period, I understand that I will keep the ecobee3 smart thermostat but I agree to pay a Device Cost Recovery Fee for the ecobee3 thermostat that declines over time as follows:

Amortization Period Remaining x Monthly Contributions

Where:

Amortization Period Remaining = 24 months less number of months since this contract was signed, (rounded to the nearest whole month)

Monthly Contributions = \$200/24 = \$8.33, where \$200 represents \$299 retail value of ecobee3 thermostat less \$99 initial payment

For example, if Bullfrog Green Electricity or Green Natural Gas contract is discontinued 6 months prior to the end of the Amortization Period, the Device Cost Recovery Fee balance owing would be: (6 months remaining) x \$8.33 = \$50.00

9. **Force Majeure.** Bullfrog shall not be held responsible or liable for any failure to perform or delay in the performance of its obligations described in paragraph 1 and 2 of this agreement due to a force majeure event such as an act of God, acts of terrorism, vandalism, severe storms, strikes, labour disputes, change of law or government policy, regulatory change or similar circumstances which are unavoidable or beyond Bullfrog's or my respective control. Force majeure includes any or all of Bullfrog's suppliers being unable or refusing to generate and inject green electricity or deliver GECs to Bullfrog, suppliers being unable or refusing to produce and inject green natural gas or deliver GNGCs to Bullfrog, losing their certification, or the refusal of any government, board, agency, commission or other authority to issue or extend necessary approvals. During a period of force majeure, I am relieved of payment obligations for goods and services that would otherwise have been provided by Bullfrog during that period, but not for goods and services already provided prior to, or actually provided during such period.
10. **My Rights Under the Consumer Protection Act, 2002.** In addition to my right to terminate early as described above, I also have rights under the Consumer Protection Act, 2002 and the regulations there under (the "Act") to cancel the agreement at any time during the period that ends ten (10) days after the day I receive a written copy of the agreement. I do not need to give Bullfrog a reason for cancelling during this 10-day period. If Bullfrog does not make delivery within 30 days after the delivery date specified in this agreement or if Bullfrog does not begin performance of its obligations within 30 days after the commencement date specified in this agreement, I may cancel this agreement at any time before delivery or commencement of performance. I lose the right to cancel if, after the 30-day period has expired, I agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and Bullfrog does not deliver or commence performance within 30 days after the date this agreement is entered into, I may cancel this agreement at any time before delivery or commencement of performance. I lose the right to cancel if, after the 30-day period has expired, I agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow me to cancel this agreement. I may also have other rights, duties and remedies at law. For more information, I may contact the Ministry of Government and Consumer Services. To cancel this agreement, I must give notice of cancellation to Bullfrog, at the address set out in the agreement, by any means that allows me to prove the date on which I gave notice. If no address is set out in the agreement, I may use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by me. If I cancel this agreement, Bullfrog has fifteen (15) days to refund any payment I have made and return to me all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if I cancel this agreement after having solicited the goods or services from Bullfrog and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, Bullfrog is entitled to reasonable compensation for the goods and services that I received before the earlier of the 11th day after the date this agreement was entered into and the date on which I gave notice of cancellation to Bullfrog, except goods that can be repossessed by or returned to Bullfrog.
11. **General.** Bullfrog may at any time change these terms and conditions. Bullfrog may change the terms of my Residential Agreement at any time by providing written notice, and I have the right to terminate the Residential Agreement at any time described above. Bullfrog may assign this agreement. Except as amended in writing by both parties, this agreement constitutes the entire agreement between the parties with respect to my residence, and supersedes all prior agreements, whether written or oral. This agreement is governed by the laws of the Province in which my residence is located.