



Conditions of Service

November 1, 2024

Revision #2024-01 Nov 1, 2024

Axis reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.

AxisMeter

Contents

1.	PREFACE	3
2.	GLOSSARY OF TERMS	3
3.	INTRODUCTION	5
3.1	Identification	5
3.2	Related Codes and Governing Laws	5
3.3	Interpretation	6
3.4	Amendments and Changes	6
3.5	Contact Information	6
3.6	Axis's Rights	7
3.7	Consumer Complaint and Dispute Resolution Process	7
3.8	Contracts	10
3.8.1	Utility Services Contracts	10
3.8.2	Implied Contract	10
3.8.3	Payment by Building Owner	11
3.9	Disconnection and Reconnection	11
3.9.1	Reasons for Disconnection	11
3.9.2	Disconnection and Reconnection Process and Charges	12
3.10	Disconnection without Notice	13
3.11	Metering	15
3.12	Meter Dispute & Testing	15
3.13	Security Deposits	15
3.14	Invoices and Billing	19
3.15	Payments	20
3.16	Payment Terms and Late Payment Charges Detailed	21
3.17	Consumer Information	22

1. Preface

The Unit Sub-Metering Code (USMC) is a code of conduct for Unit Sub-metering providers licensed by the Ontario Energy Board (OEB) to operate within the province. Axis Meter Solutions Inc. (Axis) is such a Provider. The USMC requires that Axis produce its own "Conditions of Service" document (COS). The purpose of this document is to provide a means of communicating the types and level of service available to the Consumers of Axis. The Unit Sub-Metering Code requires that the Conditions of Service be readily available for review by the general public.

The Unit-Sub-Metering Code provides a template which outlines the minimum requirements for the content of these Conditions of Service. The form and layout of the Conditions of Service document are as required by the OEB.

Although these Conditions of Service are a license requirement for Axis to operate within the Province of Ontario, the general practices and policies outlined within the document apply to all Axis Consumers serviced throughout Canada.

2. Glossary of Terms

“Board” means the Ontario Energy Board (OEB).

“Building” means a multi-unit residential building or condominium building for which Axis has contracted to provide sub-metering and related services.

“Building Owner” means the owner, developer, or condominium corporation of a Building, as applicable, which has contracted with Axis to provide sub-metering and related services.

“Conditions of Service” means these Conditions of Service.

“Consumer” means a person who requires an account with Axis in order to receive the Services.

“Contract” shall mean an agreement between the Submetering Licensee and the Consumer for the supply of electricity, water, natural gas, Heating and Cooling Energy or any other commodity or service that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract.

“Disconnect/Collect Trip” is a visit to a Consumer’s premises by an employee or agent of Axis to demand payment of an outstanding amount or to shut off or limit the

Services and/or the supply of a utility to the Consumer failing payment, in accordance with the applicable laws.

“Distributor” means a person who owns or operates a distribution system.

“Electricity Act” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A as amended.

“Eligible Low-income Consumer” means: a) A residential electricity Consumer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency b) A residential electricity Consumer who has been qualified for Emergency Financial Assistance

“Emergency Financial Assistance” is any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential Consumers.

“Invoice” means the monthly invoice issued to a Consumer;

“Measurement Canada” means the agency of Industry Canada responsible for prescribing measurement, service and other standards relating to the electricity distribution industry in Canada, and its successors and assigns.

“OEB” means the Ontario Energy Board.

“OESP” means Ontario Electricity Support Program

“Owner” shall mean the person or company owning the property on which the submetering system is operating;

“Rate” means any financial rate, charge or other consideration, including a penalty for late payment;

“Regulations” means the regulations made under the Electricity Act of the Ontario Energy Board Act and/or any other regulator with jurisdiction over the provision of Submetering services to a Consumer.

“Services” means the sub-metering and billing services provided by Axis; and

“Sub-metering System” means and includes all cables, wiring, conduit, panels, meters, monitors, plans, signage, equipment space, transmitters and all other equipment, fixtures and things as Axis deems necessary for implementation of the Services in a Building.

“Utility Services Contract” means each Axis individual contract with a Consumer and related documents between Axis and each Consumer with which Axis has contracted to perform Services, as the same may be amended by Axis from time to time

3. Introduction

3.1 Identification

Axis Meter Solutions Inc. (“Axis”) is a Corporation incorporated under the laws of the Province of Ontario to provide sub-metering and related services and is licensed by the Ontario Energy Board, Licence No. ES-2022-0268.

Nothing contained in these Conditions of Service or in any contract for the supply of sub-metering services by Axis will prejudice or affect any rights, privileges, or powers vested in Axis by law under any Act of the Legislature of Ontario or the Parliament of Canada, or any regulations there under.

3.2 Related Codes and Governing Laws

The supply of sub-metering services by Axis to any Consumer will be subject to various laws, regulations, and codes, including but not limited to the provisions of the latest editions of the following documents:

1. Unit Sub-Metering Code
2. *Electricity Act*, 1998 (Ontario)
3. *Ontario Energy Board Act*, 1998 (Ontario)
4. *Energy Consumer Protection Act*, 2010 (Ontario)
5. Distribution System Code (Ontario)
6. *Utility Commissions Act* (British Columbia)

7. *Utilities Act* (Nova Scotia)

8. *Electricity Act* (New Brunswick)

In the event of a conflict between this document and the Sub-Metering License or regulatory codes issued by the OEB or other provincial regulators as the case may be, the provisions of the Sub-Metering Code and/or associated regulatory codes will prevail in the order of priority indicated above.

In addition to the foregoing codes, laws and regulations, Axis's services may be subject to all applicable privacy laws, whether federal or provincial, as the case may be, as well as all applicable provincial Consumer protection laws.

3.3 Interpretation

3.3.1 Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document.

3.3.2 Headings and paragraph numbers are for convenience of reference only and shall not affect the construction or interpretation of these Conditions of Service.

3.3.3 Words in the singular include the plural and vice versa and words importing the use of any gender shall include all genders where the context or party referred to so requires and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

3.4 Amendments and Changes

Axis will provide advance public notice of any pending changes to its Conditions of Service to its existing Consumers through bill messaging and posting a notice on its web site www.axismeter.com.

The notice will provide a proposed timeline of implementation of the changes.

Consumers may make written comment on the proposed changes to Axis, who will review and respond in writing to each comment.

These Conditions of Service and any amendments hereto shall form part of any contract between Axis and a Consumer, including a Utility Services Contract.

3.5 Contact Information

Head Office

Axis Meter Solutions Inc.
PO Box 101 14 Meinzingner Ave
Kitchener, ON
N2M 3T2

Customer Service: 1-226-702-5500

Call Centre hours: **Monday to Friday, except statutory Holidays**
9:00am – 5:00pm EST

3.6 Axis's Rights

Axis has the rights and obligations with respect to a Consumer as set out in these Conditions of Service and any Utility Services Contract entered into by Axis and a Consumer.

3.6.1 Access to Property

Axis shall have access to the Building Owners property in accordance with these Conditions of Service, any Utility Services Contract or in accordance with Section 40 of the Electricity Act 1998. Building Owners shall permit, provide and maintain such access for Axis.

3.6.2 Safety of Equipment

The Building Owner or Consumer shall not build, plant or maintain anything that would or could obstruct the safe operation of Axis equipment or adversely affect compliance with any applicable legislation in the sole opinion of Axis.

The Consumer shall not use or interfere with any Axis equipment except in accordance with a written agreement with Axis and only employees and agents of Axis shall remove, alter, repair or inspect Axis equipment.

3.6.3 Right to Disconnect

In accordance with section 3.9, Axis has the right to disconnect a Consumers service.

3.7 Consumer Complaint and Dispute Resolution Process

3.7.1 Complaints Directly from Consumers

If a Consumer makes a complaint to Axis regarding its services, Axis shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved within 10 business days, Axis will inform the Consumer that they may contact the Ontario Energy Board at any time at 1-877-632-2727 or ConsumerRelations@oeb.ca. Further information can be found on the OEB website at www.oeb.ca.

For a general complaint, Consumers should call the Axis Customer Service Department toll free at 1-226-702-5500. If the Customer Care Representative cannot resolve the dispute, an internal process will be launched to escalate the complaint to an appropriate level within Axis.

Consumers will be provided full courtesy and opportunity to discuss their complaint with a person in Axis who has suitable authority. Axis's intent is that all complaints be resolved to the Consumer's understanding. In the event that Axis cannot resolve the issue, the complaint may be made in writing (letter or email) to:

Axis Meter Solutions Inc.

P.O. Box 101 14 Meinzingner Ave
Kitchener, ON, N2M 3T2

Or info@axismeter.com

Written complaints will be considered formal and will be recorded and acted on in accordance with the provisions of Axis's license, Section 3.3 of the Unit Sub-Metering Code. For the purpose of formal complaint record keeping, a complaint must:

Relate to service provided by Axis, and be received in writing, either by e-mail or hard copy, and contain an expression of dissatisfaction, or a formal allegation against a party.

Eligible complainants include all consumers and properties that rely on the services of Axis. These include, but are not limited to developers, landlords, property owners and tenants who are billed by Axis.

The escalation of unresolved complaints will normally be as follows:

Front line staff

Team Lead/Supervisor
Manager
Vice President
Ontario Energy Board

3.7.2 Complaints Received Through the Ontario Energy Board

In cases where a Consumer complaint has been referred to Axis from the Board and resolution of the complaint is reached, Axis shall implement the resolution immediately and shall confirm this, in writing, to the Board.

Where a non-complaint issue from a Consumer is forwarded to Axis through the OEB E-Portal, Axis shall respond directly to the consumer, in a timely manner. In such a case Axis is not required to follow the process set out in sections 3.3.8 to 3.3.11 of the USMP Code.

Where a complaint is forwarded to Axis through the OEB E-Portal, Axis shall provide, through the OEB E-Portal, a response to the complaint:

- (a) within two business days of the date of receipt of the complaint, where the complaint relates to the disconnection of a consumer's property or is otherwise identified as urgent by the Board when forwarding the complaint to Axis or
- (b) 10 business days of receipt of the complaint in all other cases.

Axis's response will include the following:

- (a) all pertinent information regarding the complaint, including any relevant background information;
- (b) the steps taken by Axis to investigate the complaint;
- (c) the steps taken by Axis to resolve the complaint;
- (d) any other information that is reasonably necessary to enable a good understanding of the circumstances surrounding the complaint;
- (e) if the complaint has not been resolved to the satisfaction of the consumer, the reasons why the complaint remains unresolved;

- (f) if the complaint has been resolved to the satisfaction of the consumer, a description of the resolution and, if any further steps are required to implement the resolution, a timeline for when those steps will be completed; and
- (g) a copy of all relevant documents and communications between the Consumer and Axis in relation to the complaint.

Within five business days of being requested to do so, Axis will provide, through the OEB E-Portal, such additional information beyond the information required by section 3.3.9 of the Code regarding Axis's handling of a complaint as may reasonably be required by the Board in order to review and assess the matter.

Where section 3.3.9(f) of the Code applies and the steps for implementing the resolution were not all completed at the time Axis provides its response, Axis will confirm through the OEB E-Portal once the resolution has been completed. Such confirmation shall be provided as soon as possible, but in no event later than five business days after the date on which the resolution is completed.

3.8 Contracts

3.8.1 Utility Services Contracts

Axis shall require all Consumers to enter into a Utility Services Contract for Services in a form and content satisfactory to Axis.

3.8.2 Implied Contract

- (a) In all cases, notwithstanding the absence of a written Utility Services Contract with a Consumer, Axis shall have an implied contract with any Consumer that receives Services from Axis. The terms of the implied contract shall be deemed to be those found in Axis's standard form Utility Services Contract, as amended from time to time.
- (b) The use of Services from Axis constitutes a binding contract with Axis, which includes these Conditions of Service and all terms hereunder. The person so accepting Services from Axis shall be liable for payment for the same, and such contract shall be binding upon such person's heirs, administrators, executors, successors or assignees.
- (c) If Axis has not received a request to open an account in the name of the occupant of a Unit in a Building, or in the event the utility is used by a person(s)

unknown to Axis, then the cost of the Services and for the utility consumed by such person(s) is due and payable by the owner(s) of such Building or unit, as applicable.

- (d) Should a unit owner choose to lease, sub-let, or rent their units, the account will remain in such unit owner's name care of the tenant. The unit owner will maintain responsibility for utility costs should their tenant fail to pay their utility bill.

3.8.3 Payment by Building Owner

- (a) The Building owner is responsible for paying for the supply of all utilities from the Distributor to the owner's Building.
- (b) If the Building owner wishes to terminate the supply of electricity to its Building, it must first notify Axis in writing.
- (c) Where a unit in a Building has been vacated by an occupant of the unit and Axis has not been notified that a new occupant should be invoiced for the Services and contracted utilities supplied to the unit, Axis will invoice the Building owner for the Services provided and contracted utilities supplied to the unit until such time as Axis is notified by the Building owner or a new occupant of the unit that the new occupant should be invoiced for the Services and contracted utilities supplied to such unit.

3.9 Disconnection and Reconnection

3.9.1 Reasons for Disconnection

Axis reserves the right to disconnect the Services and/or the supply of electricity to a Consumer for reasons not limited to:

- (a) contravention of the laws of Canada or Provincial laws or legislation.
- (b) adverse effect on the reliability and safety of the Sub-metering System or the exempt distributor's distribution system;
- (c) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Sub-metering System or the exempt distributor's distribution system;

- (d) a material decrease in the efficiency of the Sub-metering System or the exempt distributor's distribution system;
- (e) a materially adverse effect on the quality of distribution services received by an existing connection;
- (f) inability of Axis to perform planned inspections and maintenance;
- (g) failure of the Consumer to comply with a directive of Axis that Axis makes for purposes of meeting its licence obligations;
- (h) failure of the Consumer to enter into a Utility Services Agreement with Axis and assume responsibility for electricity and/or other utility Services delivered when that Consumer moves into an existing connected premises and consumes electricity and/or other such utility;
- (i) failure of the Consumer to open an account with Axis after moving into a vacant unit where such Consumer has agreed to open such account with Axis for the provision of Services;
- (j) failure of the Consumer to comply with any requirements in this Conditions of Service or a term of any agreement made between such Consumer and Axis, including but not limited to a Utility Services Contract; and
- (k) the Consumer owes Axis money for Services or for a security deposit. Axis shall provide the Consumer a reasonable opportunity to provide the security deposit, consistent with its security deposit policy, as set out in these Conditions of Service.

3.9.2 Disconnection and Reconnection Process and Charges

Immediately following the due date of an Invoice, steps will be taken to collect the full amount of the Invoice from the Consumer. If the Invoice is still unpaid three (3) days after the due date a late penalty will be applied to your account. A reminder noticed will be issued on the 4th day after the due date if payment has not been received. Seven days after receipt of the reminder notice a disconnection notice will be issued. Fourteen (14) calendar days after a disconnection notice (and other applicable public safety notices or information bulletins issued by public safety authorities to Axis, including but not limited to the Fire Safety Notice of the Office of the Fire Marshal) has been given to the Consumer, the Services and/or supply of electricity may be disconnected and not restored until payment arrangements satisfactory to Axis and in accordance to regulation have been made, including costs of reconnection. Axis

will attempt to contact the Consumer by phone or e-mail one last time to arrange payment, a minimum of 48 hours prior to any disconnection of service. Such discontinuance of the Services and/or supply of electricity does not relieve the Consumer of the liability for arrears or other applicable charges for the balance of the term of the contract, nor shall Axis be liable for any damage to the Consumer's premises resulting from such discontinuance of Services and/or supply of electricity.

3.10 Disconnection without Notice

Axis may disconnect a Consumer without notice in accordance with a court order or for emergency, safety or system reliability reasons.

3.10.1 Notification for Interruptions

- (a) Although it is Axis's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply of electricity to allow work on the Sub-metering System or electrical systems. Axis endeavors to provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. Axis shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.
- (b) During an emergency, Axis may interrupt supply of electricity to a unit without notice in response to a shortage of supply of electricity or to effect repairs on Axis's Sub-metering System or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

3.10.2 Notification to Consumers on Life Support

- (a) Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform Axis of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide Axis is accurate and up to date.
- (b) With planned interruptions, the same procedure as prescribed in section 3.10.1 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Consumers (registered on life support) as their available

backup power, Axis will endeavor to contact these Consumers but will not be liable in any manner to the Consumers for failure to do so.

3.10.3 Emergency Interruptions for Safety

Axis will endeavor to notify Consumers prior to interrupting the supply of electricity. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or potentially damaging to Axis or the public, the supply of electricity may be interrupted without notice.

3.11 Metering

Axis will supply, install and maintain the Sub-Metering System. The location of the Sub-Metering System shall be in compliance with Axis's specifications and as agreed to with the Building owner.

3.12 Meter Dispute & Testing

3.12.1 Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Consumer and Axis without resorting to the meter dispute test.

3.12.2 Either Axis or the Consumer may request the service of Measurement Canada to resolve a dispute. If the Consumer initiates the dispute, Axis will charge the Consumer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of Axis.

3.12.3 Meter errors resulting in a dispute request by the Consumer or Axis will be dealt with according to Measurement Canada Standards.

3.13 Security Deposits

Whenever required by Axis including, but not limited to, as a condition of providing or continuing to provide Services, Consumers shall provide and maintain security in an amount that Axis deems necessary and reasonable.

A deposit is required to provide security on the account in the event of non-payment and until which time the Consumer has established a good credit rating as per Axis's deposit refund policy.

Axis will not discriminate among Consumers with similar risk profiles or risk related factors except where expressly permitted under the OEB's Unit-Sub-Metering Code.

3.13.1 Axis may require a security deposit from a Consumer unless the Consumer has a good payment history of 1 year in the case of residential Consumer or 3 years in the case of a non-residential consumer.

3.13.2 The security deposit may be waived based on the following criteria:

- (a) The Consumer has a good payment history based on the most recent Consumer history with some portion in the most recent 24 months, during which time the Consumer:
 - had no more than one (1) notice of disconnection;
 - AND
 - had no more than one (1) payment returned for insufficient funds;
 - AND
 - had no Disconnect/Collect Trip.
- (b) For the purposes of providing proof of good payment history, the Consumer may provide a letter from an electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.
- (c) Consumer chooses to go on Pre-Authorized Payment

3.13.3 Despite section 3.13.2 (c) Axis may require a security deposit from the Consumer if within 12 months of enrollment in a pre-authorized payment plan,

- (a) the Consumer terminates the plan;
- (b) the Consumer receives more than one disconnection notice from the unit sub-meter provider;
- (c) more than one payment by the Consumer has been returned for insufficient funds; or
- (d) a disconnect/collect trip has occurred.

3.13.4 Axis will advise a residential Consumer that the security deposit requirement will be waived for an eligible low-income consumer. The Consumer will be required to verify his/her low-income eligibility by confirmation from a Social Service Agency or Government Agency. Where Axis is advised by a LEAP Intake Agency that the agency is assessing the Consumer for eligibility as an eligible low-income Consumer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the LEAP Intake Agency.

- 3.13.5** Axis will provide advance public notice of any changes to its security deposit policy set out in these Conditions of Service. Notice shall be, at a minimum, provided to each Consumer by means of a note on and/or included with the Consumer's Invoice.
- 3.13.6** If any of the preceding events occur due to an error by Axis or another sub-metering provider, the Consumer's good payment history shall not be affected.
- 3.13.7** The maximum amount of a security deposit which Axis may require a Consumer to pay shall be calculated in the following manner:
- (a) by multiplying Axis's billing cycle factor by the Consumer's estimated Invoice based on the Consumer's average monthly load with Axis during the most recent 12 consecutive months within the past 2 years, and
 - (b) where relevant usage information is not available for the Consumer for 12 consecutive months within the past 2 years, or where Axis does not have systems capable of making the above calculation, the Consumer's average monthly load shall be based on a reasonable estimate made by Axis.
- 3.13.8** The billing cycle factor is:
- (a) 2.5 if the Consumer is billed monthly;
- 3.13.9** Where a Consumer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, Axis may use that Consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.
- 3.13.10** The form of payment of a security deposit for a Consumer shall be cash or cheque at the discretion of the Consumer, or such other form as is acceptable to Axis.
- 3.13.11** The form of payment of a security deposit for a non-residential Consumer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46 at the discretion of the consumer.
- 3.13.12** Axis shall permit the Consumer to provide a security deposit in equal installments paid over six months. A Consumer may, in its discretion, choose to pay the security deposit over a shorter time period. Where a residential Consumer has paid a security deposit in installments, the Consumer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.
- 3.13.13** Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total security deposit required by Axis.

The interest rate shall be at the prime lending rate as published on the Bank of Canada website less 2 percent, updated quarterly.

The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the Consumer or otherwise.

- 3.13.14** Axis shall review every Consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the Consumer as the Consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- 3.13.15** A Consumer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that Axis undertake a review to determine whether the entire amount of the security deposit is to be returned to the Consumer, as the Consumer is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- 3.13.16** Where Axis determines in conducting a review that some or all of the security deposit is to be returned to the Consumer, Axis shall promptly return this amount with interest to the Consumer by crediting the Consumer's account.
- 3.13.17** If after review it is determined that the security deposit needs to be adjusted upward, the amount required to bring the security deposit up to date will be added to the next regular Invoice and is payable by the due date of that Invoice. As with all outstanding balances payment arrangements that are satisfactory to Axis may be made. Axis shall permit the Consumer to pay the adjustment amount in equal installments paid over a period of at least 6 months upon request.
- 3.13.18** Axis shall promptly return any security deposit received from the Consumer upon closure of the Consumer's account, subject to Axis's right to use the security deposit to set off other amounts owing by the Consumer to Axis. The security deposit shall be returned within six weeks of the closure of an account.
- 3.13.19** Where all or part of a security deposit has been paid by a third party on behalf of a Consumer, Axis shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:
- (a) the third party paid all or part (as applicable) of the security deposit directly to Axis;

- (b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that Axis return all or part (as applicable) of the security deposit to them rather than to the Consumer; and
- (c) there is not then any amount overdue for payment by the Consumer that Axis is permitted to off set using the security deposit.

3.13.20 Axis will not issue a disconnection notice to a residential Consumer for non-payment unless Axis has first applied any security deposit held on the account against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing. Axis may request that the Consumer repay the amount of the security deposit that was applied.

3.14 Invoices and Billing

3.14.1 Axis shall render Invoices to Consumers on a monthly basis.

3.14.2 The Consumer may dispute charges shown on the Consumer's Invoice or other matters by contacting and advising Axis of the reason for the dispute in accordance with its dispute resolution process set out herein.

3.14.3 First and final bills will have the service charge prorated based on a ratio between number of days occupied by the Consumer and a standard thirty (30) day month.

3.14.4 Billing Errors

Where a Consumer has been over billed, the maximum period of over billing for which the Consumer is entitled to be repaid is two (2) years.

Where a Consumer has been under billed, the maximum period of under billing for which Axis is entitled to be paid is two (2) years.

If a Consumer has been over-billed by an amount equal to or greater than the Consumer's average bill, the Consumer has the option of receiving a cheque or a credit on their next bill.

If a Consumer has been over-billed and the amount is less than the Consumer's average bill, the Consumer will receive a credit on their next bill. If the Consumer has outstanding arrears, Axis may apply the over-billed amount to the arrears first and may credit or repay the balance to the Consumer.

If Axis issues a bill to an eligible low-income Consumer for an under-billed amount, the Consumer will be notified about the options of paying the amount. In this case the

under-billed amount can be paid over a period up to two (2) years. At any time the Consumer may request to reduce the payment period.

If a Consumer is under-billed and is not responsible for the error, the Consumer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two years. (e.g. if a Consumer has been under-billed for 6 months, they will have six (6) months to pay the under-billed amount).

When a Consumer is responsible for the under-billed amount, Axis may require payment of the full amount on the next bill or on a separate bill.

These rules do not apply when Axis has under-billed or over-billed a Consumer but issues a corrected bill within sixteen (16) days of the date the incorrect bill was issued.

Axis will charge interest on under-billed amounts where the Consumer was responsible for the error, whether by way of tampering, willful damage, unauthorized utility use, or other unlawful actions.

3.15 Payments

3.15.1 Invoices are rendered for Services provided to the Consumer. Invoices are payable in full by the due date; otherwise, overdue interest charge will apply.

3.15.2 The Axis standard service charges set out in Appendix 1 hereto may be charged to the Consumer where applicable.

3.15.3 Payments on Invoices may be made to Axis by:

(a) Cheque or money order mailed with the remittance portion of the Invoice to:

AXIS METER SOLUTIONS INC.
P.O. Box 101 14 Meinzing Ave
Kitchener, ON N2M 3T2

(b) E-transfer to payments@axismeter.com

(c) Credit (A service charge applies to payments using this method. Charges vary by card type.)

(d) Axis offers pre-authorized payments where the Invoice amount will automatically be deducted from the Consumer's bank account on the due date indicated on the Invoice. To apply for pre-authorized payments, Consumers must complete the Pre-Authorized Payment Plan Agreement available on Axis's website www.axismeter.com.

- (e) A residential Consumer may be eligible to enter into an arrears payment agreement with Axis as prescribed by regulation. The Consumer can contact Axis for further details.

3.16 Payment Terms and Late Payment Charges Detailed

3.16.1 Axis fixed fees and charges are pro-rated based on a 30-day billing cycle. Pro-ration of charges are calculated as follows. Standard 30-day charge divided by 30 and multiplied by the number of billing days. Example: for a 31-day month the calculation will be as follows: $\$ \text{Fixed fee} / 30 \times 31$.

3.16.2 Payment Terms are net 14 days.

3.16.3 Payment is expected to be received no later than day 17 to allow for mailing and bank processing of electronic payments.

3.16.4 Late Payment Charges.

- (a) The minimum payment period (before a late payment penalty can be applied) will be at least seventeen (17) days from the date the bill was issued to the Consumer.
- (b) In the event payment is not received by day 17, interest charges of 2% will begin on outstanding amounts. On day 19 a reminder notice will be processed and mailed to the Consumer.
- (c) In the event payment has still not been received 7 days after the first reminder notice a disconnection notice will be issued to the Consumer indicating if full payment of the amount owing, in accordance to regulation is not made that electricity may be disconnected commencing 14 days after the disconnection notice. The disconnection window will be for 14 days from the commencement of the disconnection period.

3.16.5 Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the Invoice outstanding at the due date.

3.16.6 Outstanding bills are subject to the collection process and may ultimately lead to the Services and/or the supply of electricity being discontinued. Services and/or the supply of electricity will be restored once satisfactory payment has been made.

Discontinuance of service does not relieve the Consumer of the liability for arrears. Axis shall not be liable for any damage on the Consumer's premises resulting from such discontinuance of the Services and/or the supply of electricity. A reconnection charge will apply where the Service and/or the supply of electricity has been disconnected due to non-payment.

3.16.7 The Consumer will be required to pay additional charges for the processing of non-sufficient fund payments.

3.16.8 Consumers will be required to pay special charges, on request, which may arise from a variety of conditions such as

- (a) a change of occupancy charge will apply to all accounts taken over by a new Consumer;
- (b) it is sometimes necessary, for the Consumer's convenience, for a Axis employee to visit a Consumer's premises to collect payment for an account. There will be a charge for this service;
- (c) a Consumer disconnected for non-payment shall be required to pay a reconnection fee; and
- (d) a charge for issuing a collection notice.

3.17 Consumer Information

3.17.1 Axis shall collect, use and disclose Consumer information in accordance with Axis's Privacy Policy (available on Axis's website, <http://www.axismeter.com/>) applicable laws and pursuant to the consent of the Consumer set out in the Utility Services Contract.

Appendix 1

AXIS STANDARD SERVICE CHARGES

Axis has adopted the standard charges as defined by The Ontario Energy Board for the following services.

	Description	Fee
Account Set-Up Fee	This is the cost for establishing a new utility account with Axis. This cost also includes reading the meter on your move in day and reading the meter when you move out.	\$50.00 for Residential Consumers.
		\$100 for Commercial Consumers.
Security Deposit	<p>A security deposit may be charged to each Axis Consumer.</p> <p>For electricity, the charge of \$150.00 is based on 2.5 times the average electricity bill. The security deposit can be waived if the resident chooses to sign up for the pre-authorized payment plan.</p> <p>For any other utility sub metered by Axis, each Consumer shall be charged \$150.00 per utility as a security deposit.</p> <p>Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Axis account when the account is closed before Axis initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.</p> <p>Security deposits will be refunded when the account is closed or when the Consumer has demonstrated a good payment history with Axis for a minimum period of 1 year for residential Consumers or 3 years for non-residential Consumers.</p> <p>Interest shall accrue monthly on security deposits commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent.</p> <p>The interest accrued shall be paid out (including by application to the Consumer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the Consumer's account, whichever comes first.</p> <p>Upon final billing of an account, security deposits will be applied to the final bill, and any remainder will be refunded to the Consumer.</p>	\$150.00 for Residential Consumers. Waived when you sign up for pre-authorized payment.
		\$800.00 for Commercial Consumers \$400.00 when you sign up for pre-authorized payment.
Late Payment Charge	Bills are payable in full by the due date (i.e., no earlier than 17 calendar days after the bill was issued); otherwise, overdue interest charges will apply. Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.	2% of the outstanding amount monthly.

	Description	Fee
NSF Fee	An NSF (non-sufficient funds) charge will be charged if the payment does not clear the bank.	\$40.00 for the first occurrence and \$65.00 for each subsequent.
Reconnect Fee During Office Hours (8:30 am – 4:30 pm)	A disconnected service due to non-payment will be subject to a reconnection fee if performed during office hours. A meter will only be reconnected once the arrears are paid in full or an arrears management agreement has been made.	\$210.00
Reconnect Fee After Office Hours (4:30 pm – 8:30 am)	A disconnected service due to non-payment will be subject to a reconnection fee if performed after office hours. A meter will only be reconnected once the arrears are paid in full or an arrears management agreement has been made.	\$410.00
Meter Dispute Fee	<p>Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Consumer and Axis without a meter accuracy test. However, upon the request of a Consumer, Axis will conduct a meter accuracy test. Axis will charge the Consumer a meter dispute fee if the meter is found to be accurate. Axis, however, will refund the fee and make necessary adjustments to the Consumer's bill if the meter is found to be inaccurate.</p> <p>Either Axis or the Consumer may request the involvement of Measurement Canada to resolve a meter dispute. If the Consumer initiates the dispute, Axis will charge the Consumer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the Consumer, Axis will refund the fee and make necessary adjustments to the Consumer's bill.</p>	\$75.00/hr Minimum 4 hour call out
Collection of Account/Disconnection Notice	This charge applies when a 7-day disconnection notice is delivered to a Consumer for an outstanding account. A collection of payment may or may not take place at this time.	\$30.00
Regulatory Assessment Fee	This is a recurring charge based and prorated on a 30-day bill cycle to recover the cost of the annual assessment from the OEB for regulatory oversight. This fee is calculated annually and is subject to change in accordance therewith.	\$0.37
Regulatory Administration	This is a recurring charge based and prorated on a 30-day bill cycle to recover the costs associated with the implementation and management of regulatory program requirements. This fee is calculated annually and is subject to change in accordance therewith.	\$0.61
Bad Debt Recovery	This is a recurring charge based and prorated on a 30-day bill cycle to recover the cost of bad debt from the previous year. Axis shall calculate the annual bad debt and recapture this in the following year through the Bad Debt Recovery Rate.	\$0.49
Paper Bill Service	This is a per bill fee for residents who choose to receive paper bills.	\$2.00