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Nest Program Terms & Conditions

1. Introduction

These terms and conditions govern the Ontario Green Savings. (“OGS”, “we”, “us” and “our”) smart home program (the “Program”) for the smart home product in-home consultation and installation of a Nest E Thermostat, Nest3rd Gen, Ecobee Thermostats (the “Thermostat”) at your home (the “Property”) at no cost to you.

The Thermostat is available on a first-come, first-serve basis. Only one (1) Thermostat per primary residence will be installed.

These terms and conditions are subject to change at any time without prior notice. The Program is available while Thermostats last and OGS may terminate the Program at any time in its sole discretion. This website may be terminated at any time in our sole discretion and we will not be liable if for any reason all or any part of the website is unavailable at any time or for any period.

To participate in the Program:

(i) you must be the legal age of majority in your province or territory of residence; (ii) you must be the lawful homeowner of a single detached, semi-detached or townhouse; and (iii) you must allow a representative of OGS to come to your Property, during reasonable hours and upon prior notice to and consent by you, to perform the smart home consultation and install the Nest Product.

You acknowledge and agree that your participation in the Program is based on your assessment of the Program and is not based on any reliance on anticipated or projected results.

Please read these terms and conditions carefully. By using this website, registering for the Program and clicking below to accept these terms and conditions, you confirm your consent to, and agree to comply with and be bound by, these terms and conditions and our Privacy Policy and you represent and warrant that you meet all of the foregoing eligibility requirements for the Program.

2. In-Home Consultation and Installation

You authorize a representative of OGS to enter your Property, during reasonable hours and upon prior notice to and consent by you, for the purposes of: (i) the installation of the Thermostat at your Property; (ii) the performance of an in-home consultation for any additional rental programs that are available at the time; and (iii) a survey to assess solutions for your Property.

The consultation will be performed in a prompt and timely manner by an OGS representative.

Following the consultation, we will install the Thermostat at your Property provided you qualify. You acknowledge that you may be required to execute additional documents in order for OGS to complete the installation of the Thermostat at your Property.

Following installation of the Thermostat at your Property, you authorize us to automatically register your Thermostat with the manufacturer on your behalf, which includes registration of the product warranty and indication that OGS was the professional installer.

3. Use of Thermostat

You are responsible for the use of the Thermostat in accordance with the manufacturer's specifications and the Thermostat's intended purpose. You understand that any improper use may result in injury or damage. OGS is not the manufacturer and is not responsible for any warranties or service in respect of the Thermostat.

Except as expressly set forth in these term and conditions, OGS makes no representation or warranty, either written or oral, express or implied, statutory or otherwise, with respect to the Thermostat or its manufacturer, or with respect to the Thermostat's adequacy, safety, workmanship, quality, legal compliance, fitness, accuracy, or suitability for any purpose, and to the extent permitted by applicable law, OGS shall not be liable for any loss or damage arising from the installation or use of the Thermostat.

If the Thermostat does not operate as indicated by the manufacturer or is unsatisfactory for any reason, you shall have no recourse against OGS and OGS shall have no obligation to replace the Thermostat (or any deficient part thereof) or remove the Thermostat from your Property.

4. Force Majeure.

OGS shall not be liable for delays or failure to install the Thermostat or perform any obligations here-under in the event of causes beyond OGS's control, whether or not such causes are provided for specifically herein, provided however that OGS will notify you as soon as reasonably possible in the event of any delay in the installation of the Thermostat on your scheduled installation date.

5. Privacy.

OGS is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access or obtain a copy of OGS's Privacy Policy, which describes how we may collect, use and disclose information.

You acknowledge and agree that you will be required to agree to separate terms and conditions and privacy policies relating to the operation of your Thermostat once installed, including if you choose to register for the Thermostat's mobile application on any device(s) connected to the Thermostat.

6. Indemnification.

You agree to defend, indemnify and hold harmless OGS, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, employees, service providers, agents, and representatives (the "Indemnitees") from all claims, demands, losses, liabilities, costs, expenses, obligations and damages, including reasonable legal fees, arising from or related to the consultation or the installation and use of the Thermostat, whether such use is in accordance with the manufacturer's instructions or otherwise, and, to the extent permitted by

applicable law, you hereby release the Indemnitees of, from and against any of the foregoing. This indemnification shall survive the termination of these terms and conditions and of the Program.

7. Governing Law.

Except to the extent that the laws of the province or territory in which you reside require that the laws of such province or territory apply to these terms and conditions and the Program offered herein, this website and these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule.

Contact

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1 866 899 9917

Products

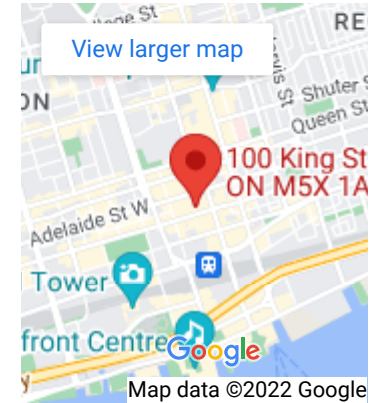
- High Efficiency Furnace
- High Efficiency Air Conditioner
- High Efficiency Air Treatment
- Water Treatment
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Locations

100 King Street West
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Areas We Serve: Ontario, Greater Toronto Area, Toronto, North York, Rexdale, Weston, York Region, Markham, Stouffville, Unionville, Newmarket, Richmond Hill, Woodbridge, Etobicoke, Mississauga, Ajax, Oshawa, Pickering, Scarborough, Whitby, Willowdale, Brampton, Peel Region, Bolton, Acton, Caledon Orangeville, Kitchener, Waterloo, London, Sarnia, Windsor, Woodstock, Ottawa, Brockville, Cobden, Deep River, Kanata, Nepean, Pembroke, Petawawa, Renfrew, Belleville, Havelock, Kingston, Lakefield, Lindsay, Peterborough, Port Perry, Uxbridge, Barrie, Innisfil, Bruce County, Collingwood, Penetanguishene, Orillia, Owen Sound, Wasaga Beach, Hamilton, Niagara, Fort Erie, Welland, Burlington, Milton, Oakville, Georgetown, St Catharines, Brantford, Cambridge, Guelph, Chatham, Kent

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