

HYDRO ONE'S JOINT USE PORTAL

TERMS AND CONDITIONS ("TERMS OF USE")

Scope

1. This Joint Use Portal is owned and operated by Hydro One Networks Inc. ("**Hydro One**", "**we**", "**our**" or "**us**"). The Joint Use Portal provides a centralized forum for the intake of, and communications regarding, applications to request permission to affix attachments unto Hydro One's distribution poles ("**joint use**") and other joint use-related requests from entities (each, a "**Licensee**") that have executed an Agreement for Licensed Occupancy of Power Utility Distribution Poles ("**Joint Use Agreement**") with Hydro One. The Joint Use Portal provides the Licensees with visibility as to status of, and means of communicating with pertinent Hydro One personnel about, their joint-use related requests, as well as access to the SpidaCalc settings file (subject to the Licensees having the necessary license) and corresponding Hydro One design guidelines when developing their plans for joint use. The Portal serves as a tool for streamlining the joint use application process and other joint-use related processes.
2. Access to and use of the Joint Use Portal as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "**Portal**") is governed by these Terms of Use which explain all of the users' rights and obligations as well as Hydro One's rights and obligations vis-à-vis the Portal.
3. If you ("**you**" or "**your**") are accessing and using the Portal on behalf of a Licensee associated with a Licensee's account ("**Your Licensee**"), then these Terms of Use apply to, and are binding on, you and Your Licensee.
4. Please read these Terms of Use carefully before accessing and using this Portal. By clicking on the checkbox at the end of their Terms of Use and

thereafter accessing and using this Portal, (i) you have read, understood and are agreeing to these Terms of Use without qualification or limitation, (ii) you represent and warrant that you have the authority to act on behalf of Your Licensee and to accept these Terms of Use on behalf of Your Licensee, and (iii) you acknowledge, represent and warrant that Your Licensee agrees to these Terms of Use without qualification or limitation.

5. Documents that may be posted by Hydro One on the Portal from time to time are hereby expressly incorporated herein by reference.

User Access and Security of Login Information

6. The individual who will be responsible for the establishment and management of Your Licensee's account for purposes of the Portal is referred to as an admin user (the "**Admin User**"). Once the Admin User has established Your Licensee's account with Hydro One, they may seek approval from Hydro One to have a number of individuals access and use the Portal on Your Licensee's behalf (each, a "**User**"), provided each User must be an individual who is an employee of Your Licensee or is a contractor working for Your Licensee for whose actions Your Licensee is responsible. Hydro One may, in its sole discretion, limit the number of Users that may be granted access to the Portal on behalf of Your Licensee. The Admin User will be required to provide the name, email address, and any other information required by Hydro One for each User. You have been identified by the Admin User as an authorized individual acting on behalf of Your Licensee to access and use the Portal on Your Licensee's behalf because you are either an employee of Your Licensee or a contractor working on behalf of Your Licensee for whose actions Your Licensee is responsible. You have been assigned a unique User ID and password that will give you access to the Portal on Your Licensee's behalf. If you are an authorized User on behalf of one or more Licensees, you will be assigned a different User ID and password in respect of each Licensee. You shall not share these with anyone.

7. When any User's employment or other affiliation with Your Licensee ends, Your Licensee must promptly inform Hydro One and Hydro One shall remove that User's access to Your Licensee's Portal account and to the Portal. Your Licensee is responsible for maintaining the confidentiality and security of its Portal account and for ensuring that the Users, including you, are the only persons accessing and using the Portal on its behalf.
8. User IDs and passwords are used to authenticate access to the Portal. Your Licensee is responsible for ensuring only authorized Users access Your Licensee's Portal account and for preventing unauthorized access to the Portal through Your Licensee's Portal account. As between Your Licensee and Hydro One, Your Licensee is solely responsible for all activity conducted through Your Licensee's Portal account. Your Licensee is responsible for any violation of these Terms of Use by anyone who accesses Your Licensee's Portal account.
9. Hydro One personnel will never ask you for your User ID or password. If anyone claiming to work for Hydro One asks you for your login credentials, you shall not give it to them.
10. You are responsible for maintaining the confidentiality and security of your User ID and password and for ensuring that you are the only person using them. You agree to not disclose your User ID and password to any other person. You agree to notify Hydro One immediately upon becoming aware of any unauthorized or suspected unauthorized use of your User ID and password or any other breach of security related to the Portal.
11. We reserve the right to suspend or stop providing our Portal to any User or Licensee who violates or is suspected of violating these Terms of Use, uses the Portal in an inappropriate manner, or engages in any actions that we believe are harmful to Hydro One or any other Licensee or user of the Portal.

12. You will only access and use the Portal in accordance with the rights associated with the User role which you have been assigned by Hydro One.

Changes to Terms of Use

13. Hydro One reserves the right, in its sole discretion, to modify, make changes to, or replace these Terms of Use from time to time and for any reason, including to account for new laws and technologies and for other purposes. You and Your Licensee are responsible for checking the Portal periodically to stay informed of the most current Terms of Use. Any changes that are made will be effective when a revised version of these Terms of Use are posted on the Portal and indicated by the “Last Updated” date. You and Your Licensee will be subject to, and will be deemed to have been made aware of and to have accepted and agreed to, the changes by your continued use of the Portal following the Last Updated date posted.
14. If you or Your Licensee do not agree with all of these Terms of Use, including any amendments, modifications or replacements thereof that Hydro One may make from time to time, in whole or in part, then you or Your Licensee, as the case may be, are expressly prohibited from accessing and using the Portal and you or Your Licensee, as the case may be, must discontinue access and use immediately. If you do not agree with all of these Terms of Use, including any amendments, modifications or replacements thereof that Hydro One may make from time to time, then you must inform Your Licensee who shall in turn promptly inform Hydro One, and Hydro One will remove your access to Your Licensee’s Users account and to the Portal.

Changes to or Suspension of the Portal or Access

15. Hydro One may, in its sole discretion, modify, terminate, change, remove, suspend or discontinue all or any aspect of the Portal, including its content, at any time without notice. Hydro One may also, in its sole discretion, refuse or restrict anyone from access to the entire Portal or any portion of the Portal. We will not be liable to you, Your Licensee or any third party for any of the foregoing modification, termination, change, removal, suspension or discontinuance.
16. There may be information on the Portal that contains typographical errors, inaccuracies, or omissions. Hydro One reserves the right, but is not obligated, to correct any errors, inaccuracies or omissions in any portion of the Portal or to supply any corrections, updates or releases in connection therewith at any time without notice. We have no obligation to update any information on the Portal.
17. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Portal.

Intellectual Property Rights

18. The Portal is Hydro One's property. Except for any information that has been provided or uploaded by you or Your Licensee to the Portal, all information on the Portal, including but not limited to logos, functionality, software, website designs, audio, video, text, photographs, trademarks, service marks, graphics, images, downloadable content and links to other internet resources (collectively, "**Content**"), are protected by copyright, trademark, and/or other proprietary rights and laws. All right, title and interest into the Content is the property of Hydro One or its licensors. Using the Portal does not give you or Your Licensee ownership of any intellectual property rights in the Portal or the Content. Nothing in these Terms of Use grants you or Your Licensee a right or license to copy,

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19. Content that you upload or enter into the Portal on behalf of Your Licensee is the sole responsibility of you and Your Licensee, and you and Your Licensee acknowledge and agree that Hydro One is not liable for any such content submitted by you or any inaccuracies in reports or records generated through the Portal resulting from inaccurate data provided by you to Hydro One.
20. Hydro One owns all rights, title and interest in and to the Portal and its modules (including all modifications, revisions and derivative works, and all programs, enhancements, design concepts and other documentation, developed for or relating to the Portal), all tables (including the structure and fields) and forms developed for such modules, and Hydro One's (and its affiliates') trademarks, service marks and logos.
21. The Content is provided on the Portal "AS IS" for Your Licensee's information and use only as specified in the Portal. Unless otherwise specified in these Terms of Use, the Content is not to be copied, displayed, communicated, distributed, encoded, posted, publicly displayed, reproduced or republished, sold, licensed or otherwise exploited for any commercial purpose whatsoever, in any form whatsoever, without Hydro One's prior written consent.
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any activity that interferes with or disrupts the Portal (or the servers or networks which are connected to the Portal).

23. Subject to the provisions dealing with suspension or termination of access to the Portal, you and Your Licensee are granted a royalty-free, non-assignable and non-exclusive license to access and use the Portal and to download or print a copy of any portion of the Content to which you have properly gained access solely for purposes of managing Your Licensee's joint use relationship with Hydro One and in exercising Your Licensee's rights and obligations under its Joint Use Agreement with Hydro One. We reserve all rights not expressly granted to you or Your Licensee in and to the Portal and the Content.

Your Information

24. Our Portal allows you and Your Licensee to upload, submit, store or send information, materials and other content, including applications for joint use and other applicable joint use requests ("**Your Information**"). Your Licensee retains ownership of any intellectual property rights that it holds in Your Information.
25. While Hydro One does not own Your Information, by uploading, submitting or entering Your Information into the Portal, Your Licensee is giving Hydro One a royalty-free, unlimited worldwide license to use, host, store, reproduce, translate, communicate and distribute Your Information as necessary for Hydro One to operate the Portal and provide access to the Portal to you and Your Licensee and to respond to your Licensee's joint use requests. Your Licensee is responsible for ensuring it has the necessary rights to grant us this license.
26. Your Licensee is solely responsible for Your Information that is shared through Your Licensee's Portal account. Do not provide us or enter or

upload into the Portal any inaccurate, invalid or incomplete information or information Your Licensee does not have permission to provide to us or allow us to use in accordance with these Terms of Use.

27. You acknowledge and agree that the Portal is provided via the Internet and that Hydro One has no control over and/or the security of the Internet. You must maintain copies of all of Your Information inputted into the Portal. Hydro One does not make any guarantees that there will be no loss of information. No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect Your Information, we do not warrant and cannot ensure the security of any of Your Information which you transmit or provide to us via the Portal. Accordingly, Your Information which you transmit or provide to us via the Portal is transmitted or provided solely at your own risk and expense.
28. While Hydro One has used commercially reasonable efforts in maintaining a virus-free Portal, it disclaims any liability for any loss, damages or injury to persons or property or any direct, indirect, immediate or subsequent loss which may result from any computer viruses to which you or Your Licensee may be exposed through the access to or use of the Portal. Hydro One shall not be held liable for hardware or software damage, loss of data, alteration of data or downtime.

Links to Other Sites

29. The Portal may provide or contain (or you may be sent via the Portal) links to other websites and resources that are maintained and/or controlled by third parties and not by Hydro One (each, a “**Third Party Web Site**”). Your dealings with such Third Party Web Sites are solely between you and such third parties. Hydro One does not endorse, is not responsible for, and makes no representations or warranties of any kind with respect to, the content, condition, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless

expressly stated by us. Your and Your Licensee's use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and applicable policies before you use their services. You agree that Hydro One is not responsible or liable, directly or indirectly, for any loss or damage of any kind caused or alleged to be caused by or in connection with such Third Party Web Sites.

30. Hydro One or a third party may use a session cookie to record encrypted authentication information for the duration of a specific session. The session cookie does not include the User's User ID or password and we do not use cookies to store other confidential User and session information, but instead implement more advanced security methods based on dynamic data and encoded session IDs. The server sends a cookie to the User that contains a unique session ID (typically, a long string of random letters and numbers). Because cookies are sent to the server with every request the user makes, that session ID will be send back to the server every time the User visits a new page of the website, which lets the server know what data to display to the User. By accessing and using our Portal, you are consenting to our use of cookies, along with those of third parties. You may delete or disable cookies in your browser's options at any time. However, if you do so, you may not be able to access or use some of the features on our Portal.

Electronic Communications, Notices and Signatures

31. Accessing and using the Portal, sending us emails via the Portal, and completing online forms within the Portal constitute electronic communications. You and Your Licensee consent to receive such electronic communications, and you and Your Licensee agree that all agreements, notices, disclosures, and other communications we provide

to you electronically, via email and/or on the Portal, satisfy any legal requirement that such communication be in writing.

32. You and Your Licensee agree that all notices and other communications to you with regards to activities on the Portal may be delivered via the Portal, an external Website, or by electronic communication to the email address you and/or Your Licensee have provided or as otherwise may be determined by Hydro One. Hydro One is not liable for notices or other communications that you may not receive because your email address is not current or is invalid or because You have made no attempt to inform yourself of any such notices and other communications so provided. You and Your Licensee are required to promptly update any changes to your email address and other contact information by notifying Hydro One as directed.
33. There may be terms, conditions, instructions or disclaimers displayed on-screen in the Portal, or when you click on icons or links in the Portal. You must access those terms, and by using the Portal, you agree that the on-screen terms are binding and form part of these Terms of Use. You and Your Licensee will be deemed to have accepted and agreed to any terms, conditions, instructions or disclaimers displayed on-screen in the Portal by clicking on icons or links in the Portal and you and Your Licensee acknowledge and agree that you are authorized to do so.

Licensee and User Representations and Warranties

34. By creating a Portal account and accessing and using the Portal, you and Your Licensee each represent and warrant, as the case may be, that:
 - a. all registration information submitted is and will be true, accurate, current, and complete;

- b. you and Your Licensee will maintain the accuracy of such registration information and promptly update such registration information as necessary;
 - c. you have the legal authority and capacity to bind Your Licensee;
 - d. you are not a minor in the jurisdiction in which you reside;
 - e. you and Your Licensee will not access or use the Portal through automated or non-human means, whether through a bot, script, or otherwise;
 - f. you and Your Licensee will not access or use the Portal for any illegal or unauthorized purpose;
 - g. your and Your Licensee's access to or use of the Portal will not violate any applicable law or regulation.
35. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your User account and/or Your Licensee's Portal account and access to and use of the Portal and to refuse any and all current or future use of the Portal or any portion thereof.

Use of the Portal

36. You will access and use the Portal only with your unique User ID and password provided to you by Your Licensee and you will not impersonate any person, or falsely state or otherwise misrepresent your identity or any information you submit to the Portal. You agree to provide accurate, current, and complete information about yourself and Your Licensee which you represent. Your Licensee shall maintain and update Your Licensee's Portal account promptly to keep it accurate, current and complete. Your Licensee is responsible for regularly reviewing the information on Your Licensee's Portal account to ensure it is accurate,

complete, and current, and agrees to immediately notify Hydro One upon becoming aware of any inaccuracies or incompleteness.

37. You and Your Licensee agree to access and use the Portal solely for lawful purposes and for purposes of managing Your Licensee's joint use relationship with Hydro One and as permitted and in accordance with these Terms of Use and any other terms posted on the Portal. As a condition to accessing and using the Portal, you and Your Licensee shall:
- a. not attempt to undermine the security or integrity of Hydro One's computing systems or networks, or where the Portal is hosted by a third party, that third party's computing system and networks;
 - b. not use or misuse, the Portal in any way which may impair the functionality of the Portal or Hydro One's websites, or other systems used to deliver the Portal or impair the ability of any other user to access and use the Portal or Hydro One's websites;
 - c. not attempt to gain unauthorized access to any Content other than those to which you have been given express permission to access;
 - d. not transmit, or input into the Portal or Hydro One websites, any files that may damage any other person's computing devices or software; and
 - e. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Portal or to operate the Portal except as is strictly necessary to use either of them for normal operation.
38. You and Your Licensee shall not access or use the Portal for any purpose other than that for which we make it available. The Portal may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

39. You and Your Licensee agree not to:
- a. systematically retrieve Content from the Portal to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us, except as permitted in the Portal;
 - b. make any unauthorized use of the Portal, including collecting User IDs and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
 - c. use the Portal to advertise or offer to sell goods and services;
 - d. circumvent, disable, or otherwise interfere with security-related features of the Portal, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Portal and/or the Content contained therein;
 - e. engage in unauthorized framing of or linking to the Portal;
 - f. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
 - g. make improper use of our support services or submit false reports of abuse or misconduct;
 - h. engage in any automated use of the Portal, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
 - i. interfere with, disrupt, or create an undue burden on the Portal or the networks or services connected to the Portal;
 - j. attempt to impersonate another user or person or use the User ID of another user;

- k. sell or otherwise transfer your User account information and Your Licensee account information;
- l. use any information obtained from the Portal in order to harass, abuse, or harm another person;
- m. use the Portal as part of any effort to compete with us or otherwise use the Portal and/or the Content for any revenue-generating endeavour or commercial enterprise;
- n. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Portal;
- o. attempt to bypass any measures of the Portal designed to prevent or restrict access to the Portal, or any portion of the Portal;
- p. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Portal to you;
- q. delete the copyright or other proprietary rights notice from any Content;
- r. copy or adapt the Portal's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- s. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Portal or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Portal;
- t. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");

- u. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Portal, or using or launching any unauthorized script or other software;
- v. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Portal; and
- w. use the Portal in a manner inconsistent with any applicable laws or regulations.

Portal Management

40. We reserve the right, but are not obligated, to:
- a. monitor the Portal for violations of these Terms of Use;
 - b. take appropriate legal action against anyone who, in our sole discretion, violates any laws or regulations or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
 - c. in our sole discretion and without limitation, notice, or liability, to remove from the Portal or otherwise disable any or all files and content that are excessive in size or are in any way burdensome to our systems; and
 - d. otherwise manage the Portal in a manner designed to protect our rights and property and to facilitate the proper functioning of the Portal.

Disclaimers

41. The access to and use of the Portal by the Users (including you) and Your Licensee will be at Your Licensee's sole risk. Hydro One does not guarantee uninterrupted or error-free operation of the Portal. We may experience hardware, software or other problems or need to perform maintenance related to the Portal, resulting in interruptions, delays or errors. You and Your Licensee understand and agree that the Portal and the Content are provided on an "as-is", "as available" basis without any representation or warranty of any kind, either express or implied including, without limitation, any implied warranties that access to the Portal will be uninterrupted, timely or secure. Without limiting the generality of the foregoing, Hydro One makes no representation or warranty as to the accuracy, quality or completeness of the Portal, the Content, the Third Party Web Sites, the content of the Third Party Web Sites or information provided through the Portal, nor to merchantability or fitness for a particular purpose, nor to title or non-infringement, nor to the absence of any software virus or other harmful component. Hydro One does not warrant that the Portal or the delivery, hosting and ancillary services or facilities of third party suppliers utilized by Hydro One will continue to operate, will operate without interruptions or will be error-free. Hydro One does not warrant any third party materials, services, support, products, applications or licensed software supplied by parties other than Hydro One. Hydro One does not represent or endorse the accuracy or reliability of any: i) Third Party Web Sites, or the content and condition thereof, or ii) information provided by third parties on the Portal.
42. Hydro One assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your and Your Licensee's access to and use of the Portal, (iii) any unauthorized access to or use of our servers and/or any and all information stored therein, (iv) any interruption or cessation of transmission to or from the Portal, (v) any

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43. Hydro One does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Portal, any Third Party Web Site or any Web Site or mobile application featured in any banner or other advertising, and we will not be a party to or in any way responsible for monitoring any transaction between you or Your Licensee and any third-party providers of products or services.

Limitation of Liability

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contents of the Portal or third party information provided through the Portal, including Third Party Web Sites.

Indemnity

45. To the extent allowed by applicable law, Your Licensee agrees to defend, indemnify and hold harmless Hydro One and its affiliates and Hydro One's and its affiliates' respective directors, officers, employees, consultants, representatives, contractors, licensors, licensees, and agents from and against any and all direct and third party claims, demands, liabilities, assessments, losses, costs, fines, expenses, actions, causes of actions and damages resulting from or arising out of or related to the Portal, the Content, any breach of these Terms of Use by you, Your Licensee or anyone accessing and using the Portal through Your Licensee's Portal account, any breach of your Licensee's representations and warranties set forth in these Terms of Use, any violation by Your Licensee and the Users of the rights of a third party, including but not limited to, intellectual property rights, and any other terms applicable to your and Your Licensee's access and use of the Portal, including the cost of defending or settling any action, claim or demand.
46. Notwithstanding paragraph 43 above, we reserve the right, at Your Licensee's expense, to assume the exclusive defense and control of any matter for which Your Licensee is required to indemnify us, and you and Your Licensee agree to cooperate, at Your Licensee's expense, with our defense of such claims. We will use reasonable efforts to notify Your Licensee of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law

47. These Terms of Use shall be governed by the laws of the Province of Ontario, the federal laws of Canada applicable therein and international copyright laws. You and Your Licensee agree to submit to the jurisdiction of the Province of Ontario for any and all disputes, claims and actions arising out of these Terms of Use.

Term and Termination

48. These Terms of Use govern your and Your Licensee's access to and use of the Portal and, subject to paragraph 50 below, shall remain in full force and effect while you access and use the Portal. These Terms of Use contain the entire understanding about the matters addressed in these Terms of Use, and except for the Joint Use Agreement between Hydro One and Your Licensee, supersedes any prior terms and conditions regarding the matters addressed in these Terms of Use.
49. Hydro One may terminate your access to the Portal and to any of Your Information that you posted or uploaded at any time, without warning, if: (i) you have breached any provision of these Terms of Use (or have acted in a manner which clearly show that you do not intend to, or are unable to, comply with these Terms of Use or any of them, (ii) Hydro One is required to do so by any legal or regulatory requirement, (iii) Hydro One or Your Licensee has closed/deleted the Licensee's Portal account, (iv) Hydro One has decided to discontinue or terminate the Portal, or (v) the Joint Use Agreement between Hydro One and Your Licensee has been terminated or has expired.
50. Hydro One may at any time close/delete Your Licensee's Portal account and terminate all Users' access to the Portal and to any of Your Information that you posted or uploaded at any time, without warning, if: (i) Your Licensee has breached any provision of these Terms of Use (or have acted in a manner which clearly show that your Licensee does not

- intend to, or is unable to, comply with these Terms of Use or any of them, (ii) Hydro One is required to do so by any legal or regulatory requirement, (iii) the Joint Use Agreement between Hydro One and Your Licensee has been terminated or has expired; or (iii) Hydro One has decided to discontinue or terminate the Portal. Upon the closure or deletion of Your Licensee's Portal account or any discontinuance or termination of the Portal, Hydro One shall have the right to retain Your information uploaded and provided to Hydro One by you and Your Licensee via, on or through the Portal.
51. Upon the closure/deletion of Your Licensee's Portal account, you and Your Licensee are prohibited from registering and creating a new account under your name or Your Licensee's name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.
52. Notwithstanding any other provision to these Terms of Use, the provisions herein that deal with disclaimers, liability, indemnification and remedies shall continue to apply to you and Your Licensee following closure/deletion of Your Licensee's Portal account or suspension or termination of your access to the Portal.
53. In addition to closing/deleting Your Licensee's Portal account as a result of or in connection with a breach of any of these Terms of Use, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Contact Information

54. If you have any questions or concerns with respect to these Terms of Use or the Portal, you may contact Hydro One using the "Contact Support" form on the Portal.

Miscellaneous

- 55. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- 56. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.
- 57. There is no joint venture, partnership, employment or agency relationship created between you and us and Your Licensee and us as a result of these Terms of Use or use of the Portal. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.
- 58. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.