

My Account & Paperless Billing Agreement

1. **Scope.** This My Account & Paperless Billing Agreement (this “**Agreement**”) is between you and 407 ETR Concession Company Limited (“**407 ETR**”) and governs your use of My Account and Paperless Billing Services. Any references to “you” and “your” mean you, the customer, and “us” and “we” mean 407 ETR. This Agreement, together with 407 ETR’s Privacy Notice and Website Terms of Use (found at www.407etr.com), form the entire agreement between you and 407 ETR, and supersedes all prior agreements or understandings of any nature whatsoever with respect to the subject matter hereof including, without limitation, the Web Account Agreement and Paperless Billing Terms and Conditions.

Part A: My Account *(This Part applies if you have created a My Account)*

2. **My Account.** By creating a 407 ETR web account (“**My Account**”), you agree to receive certain services offered by or on behalf of 407 ETR through My Account, such as viewing details of or paying your 407 ETR bill; updating your contact information such as e-mail address and phone number; making changes to your account or billing options; receiving electronic updates or notices from us; or taking advantage of other services through My Account that 407 ETR may make available from time to time. By creating your My Account, you agree that you will be automatically registered for Paperless Billing Services, subject to the terms of Part B (Paperless Billing), and that you may also receive notices, correspondence, and other communications from 407 ETR through My Account.

3. **Payment Responsibilities & Methods.** You acknowledge that e-mail or other notices from us, like those letting you know your 407 ETR paperless bill has been electronically delivered, are for your convenience only and it is your responsibility to promptly log in to My Account to access and review your bill and to pay any outstanding balance. As the account holder, you are solely responsible for payment of all amounts owing to 407 ETR, and you agree to pay all such amounts by the due date stated in your bill. You may pay your 407 ETR paperless bill using the methods described in the payments section of www.407etr.com. 407 ETR may change, condition, limit, or restrict available methods of payment at any time without prior notice to you.

4. **Keeping Your Contact Information Current.** In setting up My Account you represent that: (a) you are the person stated as the account holder; (b) you own or are responsible for the vehicle(s) detailed within the account and such vehicle(s) is/are licensed through a valid licensing body; and (c) all information such as your e-mail address and phone number are accurate and always up-to-date. You agree to immediately update the Ontario Ministry of Transportation (or such other relevant governmental agency responsible for vehicle registration or licensing) of any change in your residential address. You acknowledge that failure to keep your information current may impact 407 ETR’s service quality including, without limitation, timely delivery of 407 ETR paperless bills and notices, which may result in you receiving interest charges and other penalties.

5. **Sharing Your Information.** 407 ETR prioritizes the privacy and confidentiality of your information. As the account holder, you are the only person who may disclose (or authorize the disclosure of) information detailed in My Account to any other person(s). 407 ETR may disclose or grant access to your information to provide services to you, in accordance with 407 ETR’s Privacy Notice and applicable law.

6. **My Account Deactivation.** You may choose to deactivate My Account by logging in and going to account settings. If you choose to deactivate My Account, this Agreement will terminate in its entirety, and you will lose access to both My Account and Paperless Billing Services. If you deactivate My Account, your 407 ETR bill will be sent to you by ordinary mail and any notices will be provided to you as permitted by applicable law. You may choose to create a My Account again, subject to terms and conditions applicable at that time.

Part B: Paperless Billing *(This Part applies in respect of Paperless Billing Services)*

7. **Paperless Billing Services.** By creating your My Account, and unless you have opted out of Paperless Billing in accordance with Section 9 (Paperless Opt-Out), you agree that 407 ETR may deliver your 407 ETR invoice or bill through My Account and/or any other electronic means (including, without limitation, e-mail, SMS or other internet or mobile-based communications) selected by 407 ETR (collectively, “**Paperless Billing Services**”) in lieu of ordinary mail or other paper-based delivery methods, subject to applicable law. You acknowledge and agree that it is your responsibility to regularly log into your My Account and to track, manage and follow-up with 407 ETR concerning any Paperless Billing Service issues, including contacting us upon becoming aware that you have not received your 407 ETR paperless bill or notice of a bill. You also agree to contact us within thirty (30)

days of receiving your bill if you believe it contains an error that should be corrected. If there is a discrepancy between your 407 ETR paperless bill or billing records and 407 ETR's internal billing records, you agree that 407 ETR's internal billing records will be deemed correct.

8. **Standalone Paperless Billing Services.** Notwithstanding anything to the contrary in this Agreement, under limited circumstances and in 407 ETR's sole discretion, 407 ETR may provide Paperless Billing Services to certain customers that have not created a My Account. In such cases, only the terms of Part B (Paperless Billing) (except for references to "My Account") and Part C (General Provisions) of this Agreement will apply to you. 407 ETR reserves the right to change, temporarily suspend or permanently deactivate standalone Paperless Billing Services, in whole or in part, at any time and without prior notice to you.

9. **Paperless Opt-Out.** You may choose to opt-out of Paperless Billing Services by contacting our Customer Service Department by live chat, e-mail or phone (www.407etr.com/contactus). If you choose to opt-out of Paperless Billing Services (and you retain My Account), only the terms of Part A (My Account) and Part C (General Provisions) of this Agreement will apply to you. If you opt-out of Paperless Billing Services, your 407 ETR bill will be sent to you by ordinary mail and any notice to be provided to you will be sent as permitted by applicable law. You may choose to register for Paperless Billing Services again, subject to terms and conditions applicable at that time.

Part C: General Provisions (*This Part applies in respect of both My Account and Paperless Billing Services*)

10. **Changes to Services.** 407 ETR reserves the right to change, temporarily suspend or permanently deactivate, in whole or in part, My Account and/or Paperless Billing Services at any time and for any reason without prior notice to you, such as for the purposes of system testing or maintenance; to address security concerns; to respond to a complaint, investigation or request from a lawful authority; if there is a breach of this Agreement; in the case of a legal dispute or claim involving 407 ETR; or to carry out account management activities. If we permanently deactivate My Account, this Agreement will be deemed terminated in its entirety. Alternately, if we deactivate Paperless Billing Services (while My Account remains active), Part A (My Account) and Part C (General Provisions) will continue to apply. In either case (including circumstances where access to your 407 ETR paperless bill may be negatively impacted), we will send your bill by ordinary mail and any notice to be provided to you will be sent as permitted by applicable law.

11. **Changes to Terms.** 407 ETR may change any of the terms and conditions of this Agreement at any time and will notify you of such change at least thirty (30) days in advance of the effective date for such change. 407 ETR will provide notice to you by e-mail or other means as it deems appropriate. If you do not agree to the changed terms and conditions, you may: (a) subject to compliance with Section 6 (My Account Deactivation), terminate this Agreement by deactivating My Account (which will automatically trigger cancellation of Paperless Billing Services in accordance with Section 6); and/or (b) in respect of amendments to Section 7 (Paperless Billing Services) only, and subject to compliance with Section 9 (Paperless Opt-Out), opt-out of Paperless Billing Services (in which case Section 7 will no longer apply to you). However, if you keep using the applicable services hereunder after the effective date of the change it means you have accepted the change(s) you were notified of.

12. **Hardware, Software & Security.** You acknowledge that it is your responsibility to have the appropriate hardware, software (including anti-virus software), and Internet services to allow for reliable and secure access to and use of My Account and Paperless Billing Services. You also agree to promptly notify us if you experience any difficulty in accessing such services, including issues with viewing or paying your 407 ETR paperless bill. You agree to store My Account login credentials in a secure environment and to maintain strong passwords so that your account details remain private and confidential. Unauthorized or harmful activity from your failure to use up-to-date software (including anti-virus software) or to secure your network or login credentials will be your sole responsibility. If your computer, network, or login credentials become compromised, let us know immediately so we can take appropriate steps to prevent unauthorized use of or access to My Account.

13. **Services Disclaimer.** Your use of My Account and Paperless Billing Services is at your sole risk, and you acknowledge that such services are provided on an "as is" and "as available" basis and 407 ETR does not make or give any guarantee, representation, warranty or condition of any kind, whether express or implied, statutory or otherwise, including, without limitation, warranties as to: (a) uninterrupted or error-free transactions; (b) the timeliness, delivery in any form, sequence, accuracy, completeness or functionality of services or features; (c) the deletion or failure to store any user data, communications, or personalized settings; or (d) the privacy, security, non-infringement, or fitness for a particular purpose of data or content. 407 ETR also disclaims all liability and

responsibility for any act, omission or occurrence directly or indirectly caused by a *force majeure* event including, without limitation, acts of God, extraordinary weather, epidemics or pandemics, fire, war, insurrection, acts of terrorism, cyber-attacks, labour disputes, acts of government, power failures and/or impacts to equipment, software, or network infrastructure.

14. **Liability Disclaimer.** If you breach any terms or conditions of this Agreement and/or your acts or omissions cause 407 ETR any harm (financial, reputational, or otherwise), you agree to indemnify and hold harmless 407 ETR and its affiliates for any related claims, damages, or losses. 407 ETR's liability and responsibility hereunder is limited to correcting or updating any inaccurate information related to My Account and Paperless Billing Services and fixing any downtime or technical issues within 407 ETR's reasonable control. 407 ETR and its affiliates will not be liable for any direct, indirect or consequential losses, damages, costs or expenses related to My Account or Paperless Billing Services, such as losses or damages arising from service downtime; errors or omissions in data, web or digital content; unauthorized access to or alteration of transaction data; use of any third-party links; technical issues that prevent or otherwise limit your access to services or features, including access to your 407 ETR paperless bill; or any Internet viruses or malware you may download.

15. **Miscellaneous.** The headings in this Agreement and its division into parts, sections and subsections are for convenience of reference only and do not affect the scope, intent, or interpretation of any provision hereof. If one or more of these terms are ruled to be invalid, illegal, or unenforceable, in whole or in part, this will not affect any other terms and the offending terms will be construed as if they had never been contained herein. Any waiver or consent by 407 ETR with respect to a breach hereunder, whether expressed or implied, in one or more instances, does not constitute a waiver or consent with respect to a different or subsequent breach. *This Agreement has been drafted in the English language at the express request of the parties. Les parties ont exigé que le présent contract soit rédigé en anglais.* This Agreement and any additional terms and conditions referenced herein will be governed by and interpreted under the laws of Ontario and the federal laws of Canada, and any dispute, proceeding or claim arising out of or in connection with My Account and/or Paperless Billing Services is subject to the exclusive jurisdiction of Ontario Courts.