

### INTRODUCTION

You have accessed the Apex Utilities Inc. (AUI) eBill website (Site), powered by DATA Communications Management Corp. Please read these Terms of Use (Terms) before using the Site. By registering for eBilling services, you agree to these Terms.

AUI may update these Terms at any time, without notice. Please periodically review these Terms; your continued use of the Site will mean acceptance of those changes. If you do not agree with the modified Terms, you are required to stop using the Site.

If you have any questions, you may contact us:

General and Billing Inquiries  
Toll-free Phone: 1-866-222-2067  
Email: [customercare@apexutilities.ca](mailto:customercare@apexutilities.ca)  
Hours: 8AM - 6PM Weekdays

### USE OF THE SITE

The content on this Site is for your informational purposes only. You agree not use the information or material on this Site unlawfully. You may not:

- a. Post, upload, publish, display, encode, reproduce, transmit, or otherwise distribute and/or disseminate information or material on the Site, other than to reproduce or print the eBill information you have signed up to access;
- b. Solicit passwords, personal information, funds, goods, and/or services;
- c. Solicit information for commercial or unlawful purposes; and
- d. Use this Site contrary to law or to adversely impact use of the Site by other users by posting or transmitting information or software containing viruses or other disruptive components.

You are responsible for maintaining the confidentiality of any account you may hold with AUI, including all login usernames and passwords you use to access the Site. Similarly, you are responsible for all uses of your account through the Site whether or not such uses are actually authorized by you.

AUI may, at its sole discretion, suspend or terminate your access to the Site without notice upon a violation, or attempted violation, of these Terms or for any other reason.

### NO WARRANTY

The website and all information contained thereon is provided "as is" and "as available" and is used by you at your sole risk. AUI makes no express or implied warranties, conditions, or representations, whatsoever, and specifically disclaims the same, including without limitation, any warranties, representations, or conditions of merchantability or fitness for a particular purpose, including those implied by statute.

AUI assumes no liability or responsibility for any errors, problems, or limitations in the software or the content of the Site. AUI does not guarantee and disclaims all liability for the quality, accuracy, completeness, or timeliness of any information contained on the Site. AUI makes no commitment and disclaims any duty to update any information contained on the Site and any information contained on the Site may be changed at any time without notice.

Notwithstanding the foregoing, in the event there is, or you believe there is, an error in your eBill, AUI will work with you to appropriately resolve any issues or concerns. Should you have a concern regarding the accuracy of your eBill, please contact AUI's Customer Care Centre at 1-866-222-2067.

### **VIRUSES**

AUI assumes no liability or responsibility for any damages by malicious programs including bugs, worms, or other forms of contamination or activity infecting your computer equipment or other property or any other damage to the same as a result of your access to, use of, or downloading materials from, the Site.

### **EXTERNAL LINKS**

Links to other websites outside of the Site are provided as a convenience only and are not part of the Site. No endorsement of any third party products or services, information, material, or content referred to, included on or linked from the Site is expressed or implied.

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Certain words, phrases, names, designs, or logos used on the Site may constitute trademarks, service marks, or trade names of AUI or other entities. Except as specifically set out herein, you may not use any such trademarks, service marks, or trade names in any manner whatsoever.

### **GENERAL**

This Agreement, the relationships between you and AUI, the use of the Site, and the resolution of any dispute arising between the parties, will be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflicts of laws. You agree any legal action or proceeding between you and AUI, in any way concerning this Agreement, the use of the Site, or any information contained thereon, will be brought exclusively in the courts of Alberta. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive relief. AUI's headquarters are in Alberta.

All references herein to AUI will be deemed to include any subsidiary, affiliate, associate, or successor corporation of AUI.