

Electronic Access Agreement for Access to Customer Information Available on British Columbia Hydro Website and Business-to-Business Portal

This Agreement, dated _____, is between British Columbia Hydro and Power Authority and _____ (the "Customer").

British Columbia Hydro and Power Authority ("BC Hydro") will give the Customer access to the Customer's Daily Settlement Reports ("Reports") and any other Customer information that may be provided at the discretion of BC Hydro and made available on BC Hydro's Website (the "Website") or Business-to-Business Portal (the "Portal") subject to the following terms and conditions:

1. **Changes.** BC Hydro may, and expressly reserves the right to (a) change the form and content of the Website and/or the Portal, (b) change the degree of Customer's access to the Website and/or the Portal, (c) these terms and conditions, and (d) make any other changes to the Website and/or the Portal that it sees fit, all at its sole discretion. The Customer agrees to review the terms and conditions contained in this document regularly and acknowledges that its continued access or use of the Website and/or Portal will mean that the Customer agrees to any such changes.
2. **Intellectual Property.**
 - a. The Customer acknowledges that the Website, the Portal and the HTML that BC Hydro creates to generate its pages may be protected by copyright. The Customer may not copy, distribute, adapt or otherwise publish any content protected by copyright without obtaining permission of BC Hydro, which reserves all rights. All editorial content and graphics on the Website is protected by copyright and re-use of any of BC Hydro's editorial content and graphics online for any purpose is strictly prohibited. The materials from the Website are available for informational and non-commercial uses offline only, provided the content and/or graphics are not modified in any way, all copyright and other notices on any copy are retained, and permission is granted by BC Hydro. Permission to use BC Hydro content is granted on a case-by-case basis.
 - b. The Customer agrees that the Website and the Portal, including patent, copyright, and trademark rights, is and will at all times remain the property of BC Hydro. The display of trademarks on pages at the Website and/or the Portal does not imply that a license of any kind has been granted. The Customer agrees that it has no right, title and interest in or to the Website and/or the Portal except as expressly set forth in this Agreement. For more information about BC Hydro's protected trademarks, please read the Legal disclaimer found at <http://www.bchydro.com/siteinfo/legal.html> .
3. **Security Measures.** BC Hydro does not guarantee the privacy or security of customer information and Customer's Reports made available on the Website, the Portal or sent to BC Hydro on the Internet, however, BC Hydro will endeavour to protect the privacy and security of customer information on the Website, by using the following measures
 - a. Use of SSL (HTTPS) with 128 bit encryption to upload confidential Customer files to the Website.
 - b. Storage of confidential Customer files in an area of the web or portal server that is not directly accessible with a web browser.
 - c. Use of SSL (HTTPS) with 128-bit encryption to download files from the Website or Portal to the Customer's web browser.
 - d. Authentication of Customer accesses to confidential web pages by use of username and password.

- e. Authentication of Customer accesses to the Portal by use of username and password and SecurID password (2 Factor Authentication).
 - f. BC Hydro has utilized a third party web hosting service provider which has the following published security precautions:
 - Has implemented firewalls, cryptographic techniques and stringent internal access procedures.
 - Constantly monitors all internal systems to ensure there has been no security attack or attempted break-in.
4. **Username and Password.** BC Hydro agrees to issue the Customer a username and password enabling the Customer access to the Customer's Reports stored on the Website and/or the Portal. BC Hydro will issue a username and password to the person designated by the Customer to be responsible for maintaining security of the password for each user. The Customer agrees that it will be solely responsible for maintaining security of the username and password for each user designated by the customer. BC Hydro will not be liable for any claims, loss, or damage, direct or indirect, that may occur as a result of use of or access to the username, password, Customer's Reports, Portal and/or Website by unauthorized individuals.
5. **Privacy Statement.** Protecting personal information is an obligation BC Hydro takes seriously. Any personal information BC Hydro collects is handled in accordance with the British Columbia Freedom of Information and Protection of Privacy Act. To view the terms of BC Hydro's Privacy Policy, please view the attached link.
<http://www.bchydro.com/siteinfo/privacy.html> .
6. **Limitations of Liability and Indemnity.**
- a. In addition to the other limitations on BC Hydro's liability contained elsewhere in this Agreement, none of BC Hydro or its directors, officers, employees, agents or services providers will be liable for any claim, action, loss, or demand, direct or indirect, which may result from:
 - i. the Customer's use of or access to the Website, the Portal and/or the Customer's Reports stored on the Website or Portal;
 - ii. the Customer's reliance on or use of information contained on the Website and/or Portal; and
 - iii. mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparation or transmission or failure of performance not directly attributable to the wrongful acts of BC Hydro employees.
 - b. The Customer indemnifies BC Hydro from all claims, losses, liabilities, damages and costs made or suffered by third parties, and all loss, liabilities, damages and costs suffered by BC Hydro, which relate to or arise out of any breach by the Customer of any term of this Agreement, or any errors, omissions or acts of the Customer, its employees, consultants or agents arising out of the Customer's use of or access to the Website or Portal.
7. **Warranty Disclaimer.** To the fullest extent permitted by law, BC Hydro provides the Website and the Portal and the information contained in it on an "as is, where is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the Website, the Portal or the content contained on either. This includes, without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Further, BC Hydro does not represent or warrant that the Website and/or Portal will be available and will meet the Customer's requirements, will have uninterrupted access, will have service that will be without delays, failures, errors or omissions, and will not cause damage to the Customer's computer, including by way of undetected viruses

or other contaminating or destructive properties.

8. **Termination.** BC Hydro or the Customer may terminate this Agreement on seven (7) days written notice to the other party. Paragraphs 4, 5 and 6 survive the termination of this Agreement.
9. **Laws.** This Agreement will be governed and interpreted in accordance with the laws in force in the Province of British Columbia and BC Hydro and the Customer submit and attorn to the exclusive jurisdiction of the courts of British Columbia.
10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of this Agreement.

The Customer hereby confirms its understanding and agreement to the foregoing terms and conditions.

Customer

Signed by

Title

Date