

CARMA Corp. U.S.A. Conditions of Service

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CARMA
submetering and billing solutions

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SECTION 1 - GLOSSARY OF TERMS

'Conditions of Service' means the document developed by CARMA that describes our operating practices and connection rules.

'Connection' means the process of installing and activating connection assets in order to measure electricity, water, heating and cooling energy, and/or natural gas distributed to a Customer.

'Consumer' means a person who uses or consumes electricity, water, natural gas and/or heating and cooling energy by an outside supplier.

'Contract' shall mean an agreement between the Submetering Licensee and the Customer for the supply of electricity, water, natural gas, heating and cooling energy or any other commodity or service that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract.

'Customer' means a person that has contracted for or intends to contract for connection of a building. This includes unit owners and/or renters of residential or commercial development (owner/developer).

'Distributor' refers to your local distribution company CARMA Submetering Solutions.

'Unit Owner' means either the person, persons or company owning units in the building where a unit submetering system is installed.

'Rate' means any financial rate, charge or other consideration, including a penalty for late payment.

SECTION 2 - INTRODUCTION

2.1 Identification

CARMA Submetering Solutions, referred to herein as "CARMA" is a unit submetering company providing submetering systems, equipment and technologies within the buildings it services.

2.2 Related Codes and Governing Laws

CARMA shall comply with the applicable statutes, regulations and regulatory requirements of each city in which it does business. These Conditions of Service relate to CARMAS submetering services in all U.S. states.

2.3 Interpretation

Within this Conditions of Service document, unless the context otherwise requires:

- a) Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions of Service;
- b) Words referring to the singular include the plural and vice versa;
- c) Words referring to a gender include any gender;
- d) Where there is reference to a number of days between two events, they shall be counted by excluding the day on which the first event occurred and including the day on which the second event occurs; and
- e) Any event that is required under these Conditions to occur on or by a stipulated date, which is a holiday, may occur on or by the next business day.

2.4 Amendments and Changes

These Conditions of Service shall be deemed to have been automatically updated, from time to time, to comply with applicable statutes, regulations and regulatory requirements of each state in which CARMA is doing business. The provisions of this Conditions of Service document and any amendments made from time-to-time form part of any Contract made between CARMA and any connected Customer. This Conditions of Service document supersedes any previous conditions of service, oral or written of CARMA or any of its predecessors as of its effective date.

The Customer is responsible for contacting CARMA to ensure that the Customer has the latest version, or to obtain the current version of this Conditions of Service document. CARMA may charge a reasonable fee for any additional copies required by the Customer. The current version of the document is also posted on the CARMA website and can be downloaded from <http://www.carmabillingservices.org>.

2.5 Contact Information

CARMA Corp.

132 Walsh Road

Lindsay, Ontario

K9V 4R3, Canada

Phone Number: 1.855.318.2204

Normal Business Hours

Monday to Friday, 8:00 a.m. to 5:00 p.m. (Eastern Standard Time). Exclusive of Federal holidays, Christmas Eve, New Year's Eve, the following Canadian holidays: Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Thanksgiving Day, Remembrance Day, and two additional days between Christmas Day and New Year's Day.

E-mail

info@carmacorp.com

2.6 Customers Rights

The customer has the right to receive accurate billing information in accordance with these conditions and subject to the latest editions of the various codes and laws.

2.7 Distributors Rights - Supply Equipment on Customer's Property

The location of CARMA's metering equipment on the customer's property is to be located in a manner that does not create a safety hazard to CARMA's personnel, the Customer's employees or the general public.

All CARMA equipment located on the Customer's property is in the care of the Customer and if damaged, other than by normal usage, the Customer will be charged for any repair or replacement cost.

The customer shall not build, plant, or maintain anything that would or could obstruct access to and/or maintenance of CARMA equipment.

Only employees or agents of CARMA shall remove, replace, alter, repair, or inspect CARMA equipment.

2.8 Disputes

In the event that a dispute occurs, CARMA will follow the procedures below:

A record of all complaints, whether resolved or not, including the name of the Customer, the date resolved or referred, and the result of the dispute resolution will be kept on file.

Verbal Complaint:

- A Customer who calls with a complaint will be asked to provide name, address, telephone number and the nature of the complaint. The call will be logged on the Customer account.
- If the issue cannot be resolved by the Customer Service Representative, the complaint will be sent to the Team Leader of Customer Care.
- The Team Leader will decide how to proceed with an investigation and will contact the Customer if required.
- The Team Leader will document the findings of the investigation and notify the Customer of the results.

Written Complaint:

Customers may submit a complaint or dispute in writing to CARMA. Upon receipt of the filed complaint, CARMA will investigate and respond to the complaint within ten (10) business days.

In the event that a dispute arises with any Customer who is not the Building Owner (including a condominium corporation) who is contracted with CARMA, such Customer must use the following method for resolving the dispute with CARMA:

Step 1 The Customer must set out the nature of the dispute in writing. To do so, the Customer must email CARMA at info@carmacorp.com or write a letter to:

Attn: Customer Service Division
CARMA Submetering Solutions,
132 Walsh Road, Lindsay, Ontario, K9V 4R3, Canada

Step 2 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 1, the matter will be referred to CARMA's management for review and direct follow up with the Customer.

Step 3 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 2, the Customer may escalate the matter to the Building Owner for review and CARMA's management will follow up directly with the Building Owner.

Step 4 If the matter is not resolved in a matter that is satisfactory to the Customer in Step 3, the Customer may refer the matter to the Customer Relations Department of the local governing body relating to utility disputes.

CARMA shall keep a record of all complaints, whether resolved or unresolved, including an outline of the nature of the complaint or dispute and details of the resolution of the complaint.

2.9 Charge Definitions

The detailed charges shown on your bill may include: electricity charge, hot and cold water charge, gas charge, heating and cooling charge.

Electricity

This is the charge for the electricity a Customer consumes.

Water

This is the cost of water consumption and sewer services supplied to a Customer during the bill period. A Customer's bill may be separated into hot and cold water, depending on the location.

Natural Gas

This is the cost of natural gas consumption supplied to a Customer during the bill period.

Heating and Cooling Energy

This is the cost of heating and cooling energy supplied to a Customer during a bill period for the purpose of heating or cooling your unit.

SECTION 3 - GENERAL ACTIVITIES

3.1 Contracts

Residential and General Services

A signed contract is required for each residential and general service Customer prior to the energization of the utility service to the Customer's building or premises. Customers can enroll directly on our website or submit a hard copy of the contract.

Implied Contracts

In all cases CARMA has an implied contract with any Customer that is a Resident or Unit Owner where CARMA has installed a Submetering System and receives billing and collection services from CARMA. A Customer who uses electricity, water, natural gas and/or heating and cooling energy delivered, supplied or submetered by CARMA shall be liable for payment of electricity, water, natural gas and/or heating and cooling energy consumption even in the absence of a signed contract. Any implied contract for the supply or submeter of electricity, water, natural gas and/or heating and cooling energy by CARMA shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who receives the electricity, water, natural gas and/or heating and cooling energy supplied or submetered by CARMA.

When a Customer contacts CARMA to close their account, a final bill will be issued to the Customer. At that time, a new account will be set up in the new owner's, new tenant's or landlord's name.

New account set up charges will be billed and even though the property may be vacant, monthly service charges for electricity, water and/or natural gas used will be billed.

Suite Owners who choose to rent or lease their unit remain responsible for payment of the submetered utilities.

It is the resident's responsibility to ensure that Carma is aware of any changes in contact, mailing and/or billing information.

3.2 Non-Payment of Accounts

CARMA bills are due twenty (20) days following the billing date.

3.3 Metering

3.3.1 General

Residential and commercial multi-unit buildings shall provide for individual metering of all units at one or more central locations.

The location of a Customer's submeter, for any residential and/or commercial Customer, shall be in compliance with CARMA's specifications.

3.3.2 Meter Reading

CARMA shall have access to the Customer's property and electronic access to the metering equipment for meter reading purposes. If a reading cannot be obtained, the Customer's bill will be estimated according to historical consumption values for a limited time frame.

3.3.3 Final Meter Reading

The Customer shall notify CARMA in the event that a service is no longer required. The Customer shall provide reasonable notice (minimum of ten (10) business days) of the termination date to allow CARMA to arrange for a final meter reading.

3.3.4 Meter Dispute Testing

CARMA will begin the investigation by assessing the Customer's account and investigating any potential meter reading errors or associated billing errors. The results of the investigation and additional meter management documentation shall be forwarded to the Customer.

3.3.5 Meter Change Outs

CARMA shall have access to the Customer's building. The building's management shall permit, provide, and maintain access to metering equipment for CARMA's use.

3.4 Billing

3.4.1 Billing Frequency

CARMA may, as per the services contract, render bills to its customers on either a monthly, bi-monthly, quarterly or annual basis, or such other periodic basis as may be determined from time to time or as directed by legislation.

3.4.2 Prorating Bills And Service Charges

The service charge will be prorated only for the Customer's first and final bills. The charges are based on a straight ratio calculation of the number of days of occupancy by the Customer and a standard thirty (30) day month.

3.4.3 Billing Errors

Where a Customer has been over billed, the maximum period of over billing for which the Customer is entitled to be repaid is two (2) years.

Where a Customer has been under billed, the maximum period of under billing for which CARMA is entitled to be paid is two (2) years.

If a Customer has been over-billed by an amount equal to or greater than the Customer's average bill, the Customer has the option of receiving a check or a credit on their next bill.

If a Customer has been over-billed and the amount is less than the Customer's average bill, the Customer will receive a credit on their next bill. If the Customer has outstanding arrears, CARMA may apply the over-billed amount to the arrears first, and may then credit or repay the remaining balance to the Customer.

3.4.4 Estimating Bills

CARMA will make reasonable attempts to obtain a meter reading for all regular electricity, water, natural gas and/or heating and cooling energy bills for the Customer. The electricity, water, natural gas and/or heating and cooling energy bills will only be estimated when CARMA has not been able to obtain a successful meter reading. The electricity, water, natural gas and/or heating and cooling energy bill will be estimated based on the consumption history of the Customer.

3.4.5 Account Setup Charge

CARMA will apply a charge to the first bill of any Customer who establishes a new account. This charge applies to new Customers as well as those who have relocated. Refer to the Appendix.

3.4.6 Opening and Closing Accounts

If CARMA opens a new account based on a request from a third party, a letter will be sent to the new user within fifteen (15) days of the opening of the account. The account will not be set up if the new user has not approved the opening of the account within fifteen (15) days of the letter. However, a solicitor or person with Power of Attorney can agree on behalf of the new Customer to the opening of the account.

CARMA can recover charges from a person who has agreed in writing to become a Customer. When a tenant Customer moves out of a rental unit, CARMA may or may not seek to recover past and future charges from any other person, including the unit owner and/or landlord.

CARMA and a landlord may enter into an agreement where the landlord agrees to automatically assume responsibility for paying for continued service after the closure of a tenants account, in a rental building.

In condominium buildings, the unit owner will automatically assume responsibility for paying for service after the closure of a tenants account. Condominium unit owners are responsible for the uncollectable outstanding balances of their tenants. If the unit owner chooses to rent their unit the account will remain in the owner's name care of the tenant.

3.5 Payments

Customers may pay their electricity, water, natural gas and/or heating and cooling energy bills using any of the following methods:

- a. Check, or money order mailed with the remittance portion of the bill to the below address:
CARMA Submetering Solutions
PO BOX 51641
Los Angeles, CA 90051-5941
- b. At any financial institution;
- c. ATM;
- d. Internet and/or telephone banking services offered by your bank;
- e. Credit, (a service charge will apply for payments using this method);
- f. Electronic Funds Transfer (EFT); or
- g. EZPAY IVR Production at 1-833-913-0824.

The minimum payment period (before a late payment penalty can be applied) will be twenty-three (23) days from the date the bill was issued to the Customer.

The date on which the bill was issued is determined to be three (3) days after it was printed if sent by mail or on the date on which an email was sent over the internet.

A bill payment is deemed to be received from the Customer;

- three (3) days before it is received by CARMA, if sent by mail;
- on the date when the payment is acknowledged by a bank; or
- when the credit card payment is acknowledged by the financial institution.

Any payment made after 5:00 p.m. is still effective on the day the payment is made. If a due date is a non-business day, it is extended to the next business day.

3.5.1 Electronic Funds Transfer

CARMA offers a Electronic Funds Transfer (EFT) plan where the actual billing amount will be automatically deducted from the Customer's bank account on the due date indicated on the electricity, and/or water, natural gas and/or heating and cooling energy bill. The Customer will continue to receive regular statements showing meter readings, utility consumption, payments and charges to date.

To apply for the Electronic Funds Transfer plan, Customers must complete an Authorization Form, available on CARMA's website <http://www.carmabillingservices.org> and submit it with a void check.

The Customer can cancel the Electronic Funds Transfer Plan by written submission to CARMA's office thirty (30) business days prior to payment date.

3.5.2 Late Payment Charges

Customers are allowed twenty-three (23) days from the billing date on the statement to make payment. A late payment charge will be applied on all overdue accounts. If the Customer makes a partial payment on or before the due date, the late payment charge will apply.

3.5.3 Returned Payment

CARMA will charge a fee for each payment that cannot be successfully processed (Non-sufficient funds (NSF)). Refer to the Appendix for specific charges.

3.5.4 Credit Refunds

CARMA will issue a refund where required for final accounts and only when the Customer's accounts are in excess of \$10.00. Any refund checks requiring a stop payment will be subject to a charge, this charge will be deducted from the reissued check.

3.6 Customer Information

CARMA shall not disclose Customer information to a third party without the consent of the Customer in writing. CARMA will only make Customers information available as described in the Agreement with the Building's Management.

APPENDIX

SPECIFIC RATES AND CHARGES – effective May 1, 2008

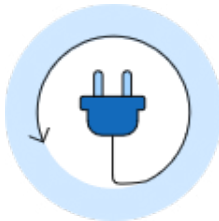
Customer Administration

Arrears certificate	\$15.00
Statement of account	\$15.00
Pulling postdated checks	\$15.00
Account history	\$15.00
Bill reprint	\$15.00
Credit reference letter	\$15.00
Account set up/change of occupancy charge	\$50.00
Returned check charge for the first occurrence	\$35.00 (+ bank charges)
For each additional occurrence.....	\$50.00 (+ bank charges)
Meter dispute charge	\$30.00

Charges are subject to change. CARMA may require payment in advance to complete Customer requests.

All charges are subject to applicable taxes.

NATIONAL CAPABILITY WITH LOCAL REPRESENTATION



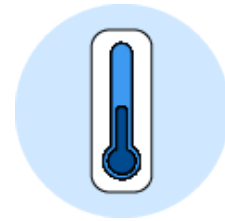
Electricity



Water



Gas



Thermal

Contact Us

1.855.318.2204

info@carmacorp.com

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