

## **Pre-Authorized Payment Agreement**

## EFFECTIVE DATE: 2018, JANUARY 29

**1.** I/We acknowledge that I/we are participating in Ambit Energy Canada's Pre-Authorized Payment ("PAP") program and my/our participation in this PAP program is governed by all terms and conditions set forth) herein. Ambit Energy Canada reserves the right to reject my/our application or discontinue the PAP service.

**2.** I/We warrant and guarantee that all persons who are authorized to use this account are bound by this Agreement and Ambit Energy Canada's PAP program.

**3.** I/We acknowledge that this PAP authorization is provided for the benefit of Ambit Energy Canada and the processing institution administering the account, and is provided in consideration of the aforementioned institution processing these PAPs against my/our credit card account in accordance with the rules of the card issuer and card brand.

**4.** I/we acknowledge that the present PAP Agreement applies solely to the method of payment between me/us and Ambit Energy Canada, and that revocation of the PAP Agreement does not terminate any contract for energy services that exists between me/us and Ambit Energy Canada. This PAP Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for energy services exchanged.

**5.** I/We hereby authorize Ambit Energy Canada and my/our credit or debit card issuer to charge our card account each month the full amount of my/our regular monthly recurring payments and/or any one-time charge of any kind (eg. a "catch-up" payment on previous outstanding fees, administration fee, etc.) as authorized by me/us under my/our Agreement with Ambit Energy Canada in accordance with the rules of my card issuer or the card brand. I/we understand that the amount of said debit may increase or decrease over time due to changes in usage, rates, taxes and adjustments. I/We acknowledge that delivery of this authorization to Ambit Energy Canada constitutes delivery by me/us to the processing institution.

**6.** I/We acknowledge that Ambit Energy Canada has the right to correct any billing error and that I/we will receive a forward credit or debit on my/our bill for said corrections. (Ambit Energy Canada will not process refunds on active accounts.)

7. While Ambit Energy Canada will attempt to provide me/us with ten (10) days written notice of the amount of each regular charge and they will attempt to notify me/us of any other one-time or sporadic charges in advance of the date of the transaction, I/we hereby waive my/our right to receive pre-notification of the amount of a charge and agree that I/we do not require notice of the amount of a charge before it is processed.

**8.** I/We understand that this authority is to remain in effect until Ambit Energy Canada has received verbal, online or written notification from me/us to its change or termination. The notification must be delivered to Ambit Energy Canada's website, call center or office at least fifteen (15) business days in advance of the next PAP charge. I/We may obtain a cancellation form or confirmation or more information on my/our right to cancel our PAP Agreement by contacting my/our card issuer or the card brand.

**9.** I/We undertake to inform Ambit Energy Canada at least ten (10) business days, via changes to MyAmbit Account, by telephone or in writing, of any change in the account (e.g. account closure, change of account number, etc.) or other information (e.g. mailing address, phone number etc.) provided in this authorization.

**10.** I/We understand that a returned payment fee may apply to my/our account should my/our PAP be returned due to insufficient credit, account closure, or account freeze, etc. It is my/our responsibility to ensure the balance on my/our card is sufficient to cover the PAPs.

**11.** I/we have certain recourse rights if any charge does not comply with this agreement. For example, I/we have the right to receive reimbursement for any charge that is not authorized or is not consistent with this PAP Agreement. To obtain more information on my/our recourse rights I/we may contact my/our financial institution or visit www.cdnpay.com.

**12.** I/We understand the personal information provided in this PAP Agreement is for purposes of identifying and communicating with me/us, processing payments, providing services, and complying with legal requirements. I/We hereby authorize Ambit Energy Canada to collect, use and disclose my/our personal information for these purposes.