

SaskPower Contractor and Vendor Portal

TERMS AND CONDITIONS

By clicking on “Accept”, you agree to the terms and conditions of the SaskPower Vendor Portal Agreement.

IMPORTANT: PLEASE CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE YOU ACCESS AND/OR USE THE SYSTEM. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE OUR LIABILITY TO YOU. BY ACCESSING AND/OR USING THE SYSTEM, AND/OR BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND HAVE AGREED TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS AND/OR USE, OR ATTEMPT TO USE, THE SYSTEM.

1. DEFINITIONS

In this Agreement, the following terms and expressions will have the following meanings:

“Access Device” means any device allowing you to access or use the System including, without limitation, personal computers and hand-held web-enabled devices;

“Content” means all or any part of the content, including without limitation, information or documents in an electronic form, electronic data, electronic files, content, text, functions, graphics, and software code, including, but not limited to, HTML and XML files, CSS, Java and JavaScript files, digital photographs, digital videos, digital audio files, graphics files, animation files, data files, technology and scripts available within the System, as such content may change from time to time;

“Electronic Report” means any information or document in electronic form regarding or concerning or in any way related to you and/or a User ID that is transmitted through an Access Device into the System;

“Entity” means any individual, person, sole proprietorship, partnership, corporation, limited liability company, trust, joint venture, governmental authority or any other incorporated or unincorporated entity or association of any nature;

“Information Provider” means a Third Party who provides SaskPower with content for the System;

“Password” means your personal password used by you to access and use the System, as it may be amended by you from time to time;

“SaskPower”, “we”, “our” or “us” means SaskPower, its affiliates, their respective officers, directors, employees and agents, and their respective successors and assigns;

“System” means all web-pages and content and functions posted by SaskPower under the domains saskpower.com that may be accessed by you using your Password and User ID, as same may change from time to time;

“Third Party” means any Entity other than SaskPower;

“you” or “your” means the individual accessing and using the System and includes any corporation, partnership or other business Entity on whose behalf such individual is accessing and using the System; and

“User ID” means the unique user identifier used by you to access and use the System.

2. WARRANTIES

2.1 You warrant that you have the necessary capacity, power and authority and good and sufficient right to enter into this Agreement on the terms and conditions herein set forth.

2.2 If you are accessing or using the System on behalf of a business Entity (such as, for example and without limitation, a corporation or partnership) you warrant that you have the full authority of the business Entity to do so. You further warrant that you have the authority to legally bind the business Entity to the provisions of this Agreement.

3. SYSTEM AND CONTENT

3.1 You may only access and use the System under and in respect of a valid User ID. You may only access and use the System and the Content for such purpose as you are authorized by SaskPower, and for no other purpose whatsoever.

3.2 You shall not allow any unauthorized Entity to access or use the System or any Content (including not using the System, or any Content, on behalf of any unauthorized Entity).

3.3 You will not without SaskPower’s prior consent disclose, or cause or permit to be disclosed, any Content to any unauthorized Entity.

3.4 You will not use the System or any Content for any illegal or improper purpose, or take any action that could undermine the security or integrity of, or interrupt the operations of, the System.

3.5 You will: (i) not transmit, link to, post or otherwise distribute any data, files, information or software or any other similar or like matter or thing (including Electronic Reports) which contains a virus, contaminant, or other harmful or destructive property that may adversely affect the System or any Content; (ii) not transmit, link to, post or otherwise distribute (including Electronic Reports) any inappropriate, defamatory, indecent, offensive or unlawful material or information; and (iii) ensure that any Access Device used to access and use the System is secure and free of viruses or other contaminating or other harmful or destructive properties.

3.6 You will comply with all applicable local, provincial, state, national, international and foreign laws, treaties and regulations applicable to you in connection with access and/or the use of the System and any Content.

3.7 This Agreement is not an agreement of or concerning, in any way or manner whatsoever, the purchase and sale or the provision of any goods or services; and making the System available to you, and your access to and use of the System and any Content you obtain or may access through the System, is not the sale of nor the provision of any good or service. Without limiting the generality or application of any term or condition of this Agreement, the System, and any Content you obtain or may access, is not intended to (and expressly does not) provide any business, professional, management, financial, technical or any other advice whatsoever, and they are not intended to be used as a substitute for specific advice, professional or otherwise. You assume all responsibility for your use or non-use of the System (including without limitation creating and/or transmitting Electronic Reports) and for your use or non-use of any Content you obtain or may access, and you assume all responsibility for any action or inaction you may perform or refrain from performing based on any Content you obtain or may access.

4. ELECTRONIC REPORTS

4.1 Nothing in this Agreement shall act as, constitute, or be deemed to be, whether express or by implication, SaskPower's consent to accept any information or documents in an electronic form (including, without limitation, any information or documents (including Electronic Records) from you), and further nothing in this Agreement shall require or obligate SaskPower to accept any information or documents in an electronic form (including, without limitation, any information or documents (including Electronic Records) from you). Nothing in this Agreement requires you to provide SaskPower with any information or documents (including, without limitation, any Electronic Records) in electronic form.

4.2 SaskPower may treat your Electronic Reports as documents written and signed by you. You acknowledge that an Electronic Report is final and you cannot object to it later. SaskPower may maintain a database of your Electronic Reports. SaskPower has no

obligation to enquire or otherwise determine if you have made any Electronic Report, nor to maintain a database of your Electronic Reports.

4.3 SaskPower's records of your Electronic Reports will be conclusive and binding on you in any disputes, including any legal proceedings, as the best evidence of your Electronic Reports in absence of clear proof that SaskPower's records are wrong or incomplete.

4.4 Without limiting the generality or application of any term or condition of this Agreement, the delivery or transmission of any Electronic Report and/or the existence of any Electronic Report shall not constitute the discharge of any right or obligation you have, or relieve you of any obligation, under any agreement between you and SaskPower. For greater certainty, under no circumstances whatsoever shall SaskPower be liable in the event of any failure by SaskPower to perform or refrain from performing any action by reason of or in any way related to an Electronic Report, and further SaskPower may, at its sole discretion, decline to act on an Electronic Report and SaskPower shall not under any circumstances whatsoever incur any liability for so declining.

5. PASSWORD AND USER ID

5.1 You agree to keep confidential, and to not disclose to any other Entity, your Password or User ID.

5.2 You are responsible for all activity, consequences and losses relating to the use of your Password and User ID, whether or not you authorized that use. You agree that SaskPower shall incur no liability whatsoever for any consequences or losses that occur through any use or misuse of your Password and User ID.

5.3 You agree to immediately notify SaskPower of any unauthorized use of your Password or User ID, and of any unauthorized use of the System.

6. INTELLECTUAL PROPERTY, MARKS AND NOTIFICATIONS

6.1 SaskPower and its Information Providers reserve all intellectual property rights to the Content. Nothing in this Agreement or in the System or in any Content shall be construed as a grant of or intention or commitment to grant to you any right, title or interest of any nature whatsoever, in or to any Content or any other aspect of the business encompassed thereby.

6.2 You will not modify, move, add to, delete or otherwise tamper with the System or any part or component of the System including any Content. You will not decompile, reverse engineer, disassemble or unlawfully use or reproduce any Content.

6.3 Certain words, phrases, names, designs or logos used on or contained in Content may constitute trademarks, service marks or trade names of SaskPower or Information Providers. The display of any such marks does not imply that a license of any kind has been granted to you. You may not use such marks for any purpose whatsoever without the written permission of the owner of the mark, whether that is SaskPower or one of its Information Providers.

6.4 You shall not remove from any reproduced copies of Content, and you shall ensure that all reproduced copies of such Content shall bear, any original legend, marking, stamp, disclaimer, notice, notification, or other positive written marking or identification that is on or in such Content.

7. PRIVACY

7.1 Your access and use of the System will be monitored by SaskPower for the purposes of ensuring security of the System and compliance with this Agreement.

7.2 By accessing and/or using the System, you acknowledge and accept SaskPower's privacy policy, as amended from time to time. SaskPower's privacy policy may be found at www.saskpower.com.

7.3 You hereby consent and authorize SaskPower to collect and store your name and contact information, including your affiliation with any Entity, for the purposes of monitoring your access and use of the System and conducting security investigations. You hereby consent to SaskPower sharing your personally identifiable information with Third Parties for communications, processing, and storage purposes. Such Third Parties may be located outside of Canada.

8. DISCLAIMER

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE SYSTEM AND THE CONTENT IS PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. SASKPOWER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, ENDORSEMENTS OR CONDITIONS WITH RESPECT TO THE SYSTEM OR TO ANY CONTENT. THIS INCLUDES, WITHOUT LIMITATION, NO WARRANTIES AS TO MERCHANTABILITY, OPERATION, NON-INFRINGEMENT, USEFULNESS, COMPLETENESS, ACCURACY, CURRENTNESS, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 WITHOUT LIMITING THE GENERALITY OR APPLICATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, SASKPOWER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL BE UNINTERRUPTED; THAT THERE WILL BE NO DELAYS, FAILURES, ERRORS OR OMISSIONS WITH THE SYSTEM; THAT THERE WILL BE NO LOSS OF TRANSMITTED INFORMATION TO

OR FROM OR THROUGH THE SYSTEM; THAT NO VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE TRANSMITTED BY OR THROUGH THE USE OF THE SYSTEM; OR THAT NO DAMAGE WILL OCCUR TO YOUR COMPUTER SYSTEM (INCLUDING ANY ACCESS DEVICE) BY OR THROUGH THE USE OF THE SYSTEM.

8.3 YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR COMPUTER SYSTEMS (INCLUDING ACCESS DEVICES) AND TO TAKE REASONABLE AND APPROPRIATE PRECAUTIONS TO PROTECT AGAINST AND TO SCAN FOR COMPUTER VIRUSES OR OTHER CONTAMINATING OR HARMFUL OR DESTRUCTIVE PROPERTIES.

9. INDEMNITY

You shall indemnify, save and hold harmless SaskPower from and against any and all manners of damages, losses, costs (including, without limitation, legal fees on a solicitor and own client basis), expenses, causes of action, actions, suits, claims, liabilities debts and demands which SaskPower may incur, suffer or be put to, or which may be brought or made against SaskPower, arising out of or in any way related to:

1. your use or non-use of the System;
2. your use or non-use of, or reliance or non-reliance on, any Content;
3. your negligence or misconduct or the negligence or misconduct of any Entity for whom you are responsible; or
4. any breach of this Agreement by you or any Entity for whom you are responsible.

10. SECURITY

11.1 The Access Device you use to access the System may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the internet. You assume all liability and responsibility for any and all risks associated with the transmission or loss of any data or information to or from SaskPower on the internet or on the System, including the interception of such confidential data or information by other Entities and agree to be liable for any damages occurring as a result thereof.

11.2 SaskPower does not assume any liability or responsibility whatsoever for computer viruses or other contaminating or harmful or destructive properties received during the electronic transmission of content (including, without limitation, any content or any Electronic Report) to or from the System or any websites accessed through links provided through the System.

11. EXTERNAL LINKS

Links to websites provided in the System are meant for convenience only. SaskPower is not responsible for the content, accuracy or opinions expressed in such websites and SaskPower does not investigate monitor or check the accuracy or completeness of Third Party websites. Inclusion of any linked website does not imply approval or endorsement by SaskPower of the linked websites or contents or information contained in such websites. SaskPower makes no representations whatsoever about any other website. SaskPower does not assume any liability or responsibility whatsoever for the operation of, or content at, any of the linked resources, nor for any of the information, interpretations, comments, or opinions expressed therein.

12. TERMINATION

SaskPower may at any time, in its sole discretion and for any reason whatsoever and without prior notice to you, suspend or terminate your access to and/or use of all or any part of the System or the Content.

13. MODIFICATIONS AND CHANGES TO AGREEMENT

14.1 SaskPower may at any time, in its sole discretion and for any reason whatsoever and without prior notice to you, change any aspect of the System or the Content.

14.2 SaskPower may, in its sole discretion and for any reason whatsoever and without prior notice to you, change the terms of this Agreement in any one or more of the following ways:

(a) a notice displayed on the SaskPower website available at www.saskpower.com and/or on the login screens accessed when using the System; and/or

(b) by requiring you to electronically accept the additional or amended terms and conditions of this Agreement at any time.

If you access the System or continue to use the System after the effective date of any additional or amended terms or conditions to this Agreement, then you will be deemed to have accepted such additional or amended terms or conditions.

14. GOVERNING LAW

This Agreement shall be treated as though it were executed and performed in the Province of Saskatchewan, Canada, and shall be governed by, construed and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein without regard to Saskatchewan or federal Canadian law

governing conflicts of law. You irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan for the determination of any matters under this Agreement.

15. GENERAL

This Agreement forms the entire agreement between you and SaskPower with respect to the subject matter of this Agreement. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term. If any provision in these terms and conditions is illegal, invalid or unenforceable at law, it shall be deemed to be severed from these terms and conditions and the remaining provisions shall continue in full force and effect. Section headings in this Agreement are for the convenience only and shall not affect the interpretation of this Agreement.

16. OTHER AGREEMENTS

17.1 No action or inaction you may perform or refrain from performing in respect of or under this Agreement or any of its provisions relieves you of any obligation you have under any other agreement with SaskPower. Further and for greater certainty and without limiting the generality or application of any term or condition of this Agreement, your use or non-use of the System (including, without limitation, creating and/or transmitting Electronic Reports) does not constitute the exercise of any right or the discharge of any obligation you have under any other agreement between you and SaskPower.

17.2 If there is any conflict or inconsistency between a provision set out in this Agreement and those set out in any other agreement you have with SaskPower, the provisions set out in the other agreement shall prevail to the extent only of the conflict or inconsistency.

BY CLICKING "ACCEPT", YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.