407 ETR

ROUTE RELIEF PROGRAM TERMS & CONDITIONS

Please read carefully before completing and signing application.

- 1. Purpose. 407 ETR Concession Company Limited ("407 ETR") has introduced the Route Relief Program (the "Program") to assist low-income families by offering them another transportation option to consider for their travel, including the ability to experience the benefits of travelling Highway 407 ETR.
- 2. **Program Details.** Eligible participants will receive up to the first six (6) trips free on Highway 407 ETR per month, whereby the tolls, trip toll charges and any camera charges associated with such trips will be credited accordingly by 407 ETR. A 'trip' means one entry and associated exit on the toll highway. The Program does **not** apply to travel on the Province of Ontario's Highway 407 East.
- 3. Eligibility. You are eligible to participate in the Program only if on the date of your application:
 - a) You are a resident of Ontario, Canada, and can provide proof of residency.
 - b) You have no outstanding 407 ETR account balance.
 - c) You have an Ontario licence plate registered under your personal name (only **one** vehicle licence plate per household will be allowed under the Program). Please note, you are **not** eligible for the Program if you are a commercial customer or use your vehicle to provide ride-hailing, courier, food delivery, freight transport, or other vehicle-dependent services or activities on Highway 407 ETR.
 - d) You can sufficiently demonstrate 'low-income status' (based on Statistics Canada's after-tax low-income measure (LIM) and an assessment of various factors like household expenses, size and composition).
- **4. Admission to Program**. Your admission into, and participation in, the Program is at the sole discretion of 407 ETR notwithstanding your ability to demonstrate or satisfy the Program's eligibility criteria. To apply, you are required to complete an official, online application form linked to at, www.407etr.com. You must provide the following supporting documentation for yourself and relevant members of your household to help determine your eligibility:
 - a) **Proof of Residency**: Documentation demonstrating residency in Ontario, Canada (e.g., a valid Ontario driver's licence, utility bill, rental agreement showing current address).
 - b) **Proof of Plate Ownership**: Copy of vehicle registration and full name of owner.
 - c) **Proof of Income**: Documentation verifying total household income; preferably Canada Revenue Agency (CRA) notices of assessment for all members of the household 18 years of age or older, otherwise recent pay stubs, tax returns, or statements from social assistance programs (if applicable) may be accepted.

You hereby represent and warrant that all supporting documentation submitted under the Program is complete, true and accurate in all material respects. You agree to retain full copies of all supporting documentation submitted for the duration of your participation in the Program. You acknowledge that additional documentation or information may be requested by or on behalf of 407 ETR from time to time to assess your eligibility and/or manage your application under the Program and you agree to promptly respond to such requests.

- 5. Third-party Agent, Communications, Confirming Eligibility. You acknowledge and agree that your application and all supporting documentation will be submitted to and assessed by 407 ETR's third-party agent (C3 Canada), who will be responsible for reviewing, processing, and otherwise managing your application in consultation with 407 ETR. Eligibility findings (including reapplications; see Section 6) will be communicated by the third-party agent to you following the validation of your application. Please allow approximately thirty (30) days from the date your application is received for eligibility findings to be communicated. The Program and its benefits will **not** apply unless and until your eligibility is confirmed and communicated to you. Benefits cannot be retroactively applied.
- 6. Continuing Eligibility. You must meet the following requirements to remain eligible under the Program:

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- a) You must keep your 407 ETR account current and not become delinquent on any payment.
- b) You must notify 407 ETR in writing within six (6) days if: (i) you change your licence plate, vehicle or address; or (ii) your financial circumstances change so as to affect your Program eligibility.
- c) You must comply with all terms and conditions of this Program and the terms of any other agreement you have with 407 ETR. For example, if the vehicle registered under the Program is associated with a leased transponder, you must not use this transponder in other vehicles, including rental vehicles, while you are participating in the Program.
- d) You must <u>annually reapply</u> for the Program to maintain your eligibility, including submitting relevant updates to supporting documentation and/or other information, as communicated or instructed by or on behalf of 407 ETR.
- 7. Program Termination, Modification. The Program or its terms and conditions may be terminated or modified, in whole or in part, by or on behalf of 407 ETR at any time and for any reason by providing you at least thirty (30) days' prior written notice. You may de-enroll from the Program if there are modifications to the Program you do not agree with or for any other reason by providing 407 ETR at least thirty (30) days' prior written notice. Notices to 407 ETR may be sent to officeofthepresident@407etr.com. In addition, if you fail to comply with the terms and conditions of the Program including, and without limitation, the terms set out in Section 6 (Continuing Eligibility), 407 ETR or its third-party agent may permanently or temporarily de-enroll you from the Program upon written notice.
- 8. Privacy Consent & Authorization. You hereby agree to the collection, use, disclosure, and retention of your personal information by 407 ETR and its third-party agent for the purposes of reviewing, processing, and otherwise managing your enrollment under the Program, as further described in 407 ETR's Privacy Notice located at www.407etr.com. In addition, you also undertake to complete, and have all relevant members of your household complete, the 407 ETR Privacy Consent Form, and to submit this form (as instructed) prior to or at the time of providing us or our third-party agent any personal information.
- 9. Indemnity & Release. You hereby indemnify and save harmless 407 ETR, its affiliates and their respective directors, officers, employees, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all actions, claims and demands including, and without limitation, all damages, losses, liabilities, costs and expenses (collectively, "Claims") arising directly or indirectly from or in connection with the Program, and you hereby release and forever discharge the Indemnitees from all Claims howsoever arising out of or in relation to the Program.
- 10. Legal Advice; Governing Law. You acknowledge that you have been afforded an opportunity to obtain independent legal advice with respect to the terms and conditions of the Program and by signing and submitting a Program application you are indicating that you have read, understood, and freely agree to same. The terms and conditions of the Program are governed by and construed in accordance with the applicable laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as an Ontario contract.