



## HOME MONITORING SERVICE AGREEMENT

This agreement between Rogers Communications Canada Inc. (“us”, “we”, “our” and “Rogers”) and you, is for home monitoring services (“Home Monitoring Services”) for the location at which the Equipment (as defined below) is installed (the “Premises”).

This Home Monitoring Service Agreement (“Service Agreement”) must be read in conjunction with the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy (the “Terms”) that accompany this Service Agreement and are also posted at <http://www.rogers.com/terms>, the Order Confirmation, any Rogers brochure or material describing the plan, features, services and/or products you have selected and any user guide for the Home Monitoring Services that are currently in effect. Unless otherwise defined in this Service Agreement, capitalized terms in this Service Agreement have the meanings given to them in the Terms.

### **BUYER'S REMORSE**

With regards to Equipment purchased from Rogers, Rogers may allow for the cancellation of your Home Monitoring Services without any ECF (as defined below) and a refund of the cost of the Equipment that you have purchased if the Equipment is returned in complete and original condition; and

- a. with regards to such Equipment which is installed by Rogers and the Home Monitoring Services related thereto, cancellation is requested within **15** days from date of installation of your Equipment by Rogers. You will be billed for all charges incurred up to the point of deactivation. Other than with regards to such Equipment that was used with Home Monitoring Services that includes Central Monitoring (in which case a Rogers Party will remove the Equipment from your Premises), you will be responsible for sending the Equipment back to Rogers. Where applicable, **MUNICIPAL PERMIT FEES ARE NOT REFUNDABLE**; or
- b. with regards to such Equipment which you self-install and the Home Monitoring Services related thereto, cancellation is requested within **15** days from the date of the purchase of the Equipment. You will be billed for all charges incurred up to the point of deactivation and will be responsible for the return of the Equipment to Rogers at the original point of sale or, if the Equipment was delivered to you, by sending it back to Rogers.

### **SERVICE FEES**

#### Monthly Fees

Details about the Home Monitoring Service plan(s) and additional features that you have selected, including monthly fees, are found in the accompanying Order Confirmation.

#### Additional Fees and Taxes

For information on other charges for services not included with your plan, please refer to the Rogers brochure describing your plan or visit <http://www.rogers.com>. All amounts set out in this agreement do not include applicable taxes.

### **INSTALLATION**

If you qualify or if requested by you, a Rogers Party will deliver to you and install the Equipment set out in your Order Confirmation on the Installation Date referenced therein, or on such other mutually agreed upon date. You will be informed of any applicable installation fee at the time you order the Home Monitoring Services. You acknowledge that you own the Premises where the Equipment will be installed or that you have the authority to allow a Rogers Party to install the Equipment at the Premises.

### **NO WARRANTIES**

**In addition to the conditions of Section 9 of the Terms, to the maximum extent permitted by applicable law, the Rogers Parties do not guarantee or warrant that the Home Monitoring Services will avert or prevent occurrences or the consequences therefrom, which the Home Monitoring Services and/or Equipment are designed to detect or avert.**

### **LIMITATIONS OF LIABILITY**

**YOU ACKNOWLEDGE AND AGREE THAT ROGERS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY YOU TO COVER PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE AT YOUR PREMISES. ANY AMOUNTS THAT YOU PAY TO ROGERS UNDER THIS AGREEMENT FOR THE HOME MONITORING SERVICES ARE FOR HOME MONITORING SERVICES ONLY, ARE BASED UPON THE VALUE OF THE SERVICES AND ARE UNRELATED TO THE VALUE OF YOUR PREMISES OR THE PROPERTY LOCATED AT YOUR PREMISES.**

**In addition to the limitations of liability set out at Section 9 of the Terms, to the maximum extent permitted by applicable law, the Rogers Parties will not be liable to you or to any third party for any direct, indirect, special, consequential, incidental, economic or punitive**

damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files, software, breach of privacy or security, property damage, personal injury, death, or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to: (i) any malfunction, disruption or unavailability of the Home Monitoring Services (including, without limitation, the failure, for any reason, of the alarm system to operate or, if your Home Monitoring Services include central monitoring, of the recipient of any alarm signal to react properly); (ii) if your Home Monitoring Services include central monitoring, the failure or refusal of any police department or other agency to respond to an alarm reported to it by a Rogers Party, including, without limitation, the suspension of response due to false alarms; (iii) any occurrences or consequences that the Home Monitoring Services and/or the Equipment are designed to detect or avert; (iv) delays to installing, maintaining, repairing or improving the Equipment due to any event beyond our reasonable control, including, without limitation, acts of God, inclement weather, power outages, labour disputes, riots or civil disputes, war or armed conflict, any law, governmental order, decision or regulation, or order of any court of competent jurisdiction; and/or (v) any defacement of or damages to your Premises resulting from the attachment of any instruments, apparatus, wiring or equipment (including the installation of the Equipment), or our removal thereof; even if we were negligent or were advised of the possibility of such damages.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF ANY ROGERS PARTY SHOULD BE FOUND LIABLE FOR ANY LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF THE HOME MONITORING SERVICES AND/OR THE EQUIPMENT IN ANY RESPECT, THEN ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 100% OF THE MONTHLY SERVICE FEES FOR SIX (6) MONTHS OF HOME MONITORING SERVICES, AS THE AGREED UPON DAMAGES OR IN LIEU OF ANY TYPE OF DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY.**

#### **EARLY CANCELLATION FEE (applicable to term commitment customers only)**

Only the value of the economic inducement granted to you on the price of your Equipment including the amount of any credited cost of installing the Equipment upon entering into your Service Agreement Term will be used to calculate the Early Cancellation Fee ("ECF"). Your economic inducement is confirmed in the accompanying Order Confirmation.

An ECF applies if you have been granted an economic inducement, and if, for any reason, your Home Monitoring Service or your new term is terminated prior to the end of your Service Agreement Term. The ECF is equal to your economic inducement multiplied by the number of months remaining in your Service Agreement Term divided by the total number of months of your Service Agreement Term (plus applicable taxes). In other words:

**ECF = economic inducement x # months left in your Service Agreement Term ÷ total # months in your Service Agreement Term + applicable taxes.**

At the end of your Service Agreement Term, your plan will automatically default to a month-to-month term. Rogers may contact you at any time to propose a renewal of your Rogers plan. If you do not wish to renew your plan when contacted, you will retain your existing plan and your existing agreement with us, unchanged, until those are changed or terminated in accordance with the terms of the Service Agreement governing that plan.

#### **EQUIPMENT**

"**Equipment**" refers to (i) equipment for Smart Home Monitoring Services purchased in a retail outlet; and (ii) equipment for Smart Home Monitoring Services ordered from Rogers. Equipment ordered from Rogers is new, unless otherwise indicated, and equipment ordered from Rogers which is provided to you for **\$0** is provided as a rebated good and not as a free good.

**Equipment Restrictions:** Purchased and rental Equipment may be compatible only with the Rogers Home Monitoring Services. If you attempt to tamper with any Equipment, it may become permanently unusable and may violate the software licence agreement for that Equipment.

If you cancel your Home Monitoring Services with Rogers and wish to continue using similar equipment to the Rogers Equipment being removed, it is your responsibility, and not Rogers', to source, pay for and install any such replacement equipment yourself.

#### **BROADBAND CONNECTION**

You agree to maintain a broadband connection compatible with the Home Monitoring Services, as determined by us, at your Premises at all times during which you have subscribed to the Home Monitoring Services. Your failure to maintain such a broadband connection may affect the proper operation of the Home Monitoring Services.

#### **WEB CONTROL CENTRE (Not Applicable to Basic Home Monitoring Services)**

The web control centre is available and accessible to you at <http://smarthome.rogers.com>. You agree to keep all information in that portal, including, without limitation, *Contact* and *Security* tabs, up-to-date and accurate at all times.

#### **BATTERY POWER**

Most of the Equipment (including, without limitation, any keypad or sensor) are not connected to the electrical system of your Premises and are operated by battery power. This battery-powered Equipment will not operate and, if the Equipment has an alarm, the alarm will not sound if, for any reason, the battery is inoperative or does not function. While the Home Monitoring Services are designed to inform you when the battery on such Equipment is low, you agree to regularly inspect such Equipment for dirt/dust build up and, where applicable (for example, smoke sensor), test such Equipment (at least once per month) to help maintain continued operability and to replace batteries, as necessary.

### **CAMERA**

If your Equipment includes a camera for use with the Home Monitoring Services, then you agree not to use that camera to invade another person's privacy, including, without limitation, the unauthorized monitoring of anyone rightfully present at your Premises.

### **RULES**

It is your responsibility to set up any rules for remote access and mobile notifications. **ROGERS IS NOT RESPONSIBLE FOR SETTING UP RULES OR ENSURING THAT THE RULES YOU SET UP ARE APPLICABLE OR APPROPRIATE FOR THE USE OF YOUR EQUIPMENT IN YOUR PREMISES.**

### **INSTALLATION AND SET-UP OF EQUIPMENT** (Applicable where Rogers does not install the Equipment)

It is your responsibility to have the Equipment installed and set up. **ROGERS IS NOT RESPONSIBLE FOR INSTALLING OR SETTING THE EQUIPMENT UP OR ENSURING THAT THE INSTALLATION OR SET-UP OF THE EQUIPMENT ARE APPLICABLE OR APPROPRIATE FOR THE USE OF YOUR EQUIPMENT IN YOUR PREMISES. ROGERS IS NOT LIABLE FOR ANY PROPERTY DAMAGES AS A RESULT OF SELF-INSTALLATION OR SET-UP OF THE EQUIPMENT.**

### **SYSTEM UPGRADER** (Not Applicable to Basic Home Monitoring Services)

Where applicable, some of your existing alarm service equipment (“**Your Equipment**”) will be integrated to work with the Home Monitoring Services and the Equipment, in which case the term “Equipment” will also include Your Equipment. You acknowledge and agree that: (1) you own Your Equipment or have the authority to allow Your Equipment to be used with the Home Monitoring Services; (2) Your Equipment may not operate in the same manner as it did prior to you entering into this Service Agreement; and (3) Your Equipment will not be removed by a Rogers Party from the Premises under any circumstances.

Smoke sensor and carbon monoxide peripherals or other equipment with an expiry date are eligible to be integrated to work with the Home Monitoring Services until the expiry date indicated on that equipment, but if there is no expiry date indicated, then for a period of five (5) years from the date of manufacture.

If this Service Agreement is cancelled pursuant to the Buyer's Remorse provision above, Rogers will remove the Equipment without the obligation to repair or reconnect Your Equipment or any prior alarm service provided at your Premises.

### **APPLICABLE ONLY TO PLANS WHICH DO NOT INCLUDE CENTRAL MONITORING:**

#### **NO LIFE-SAFETY OR CRITICAL USES OF THE HOME MONITORING SERVICES.**

You acknowledge and agree that the Equipment is not certified for emergency response. Rogers makes no warranty or representation that use of the Home Monitoring Services will affect or increase any level of safety. **YOU UNDERSTAND THAT THE HOME MONITORING SERVICES ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. ROGERS WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.** In addition, Rogers self-monitored service tiers cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

#### **RELIABILITY OF NOTIFICATIONS.**

You acknowledge that the Home Monitoring Services, including remote access and SMS and e-mail notifications cannot, and are not intended to be 100% reliable and 100% available. We cannot and do not guarantee that you will receive notifications in any given time or at all. **YOU AGREE THAT YOU WILL NOT RELY ON THE HOME MONITORING SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS OF YOUR HOME MONITORING PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM.** The information provided by Rogers on what to do in an emergency is based on authoritative safety sources, but there is no way for Rogers to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

**APPLICABLE ONLY TO PLANS WHICH INCLUDE CENTRAL MONITORING:**

**INSTALLATION OF EQUIPMENT:**

In order for certain Equipment to work properly with the central monitoring service, such Equipment (such as, without limitation, smoke detectors and carbon monoxide detectors) must be installed by a Rogers licenced technician. **Self installation or other failure to have the Equipment installed by a Rogers licenced technician may result in false alarms and/or failure to alert the central monitoring service of an emergency.**

**FALSE ALARMS AND MUNICIPAL PERMITS**

False alarm charges, municipal permits and other similar charges are charged to you depending on your municipality and are non-refundable. You are responsible for obtaining all necessary municipal permits for a home security system and, where required, provide Rogers with all information provided in the alarm permit application and the alarm permit number. In some municipalities, Rogers will pass these charges and permit fees to you on behalf of the applicable authority, which will appear on your monthly invoice. Details are available at <http://www.rogers.com/municipalpermits>.

You agree to prevent false alarms and assume responsibility for them. If you experience a false alarm, you must immediately notify us at 1-888-578-1777. If the Equipment at your Premises generates excessive false alarms, you will be in breach of this Service Agreement and Rogers may terminate the Home Monitoring Services in accordance with the Terms. If a false alarm or failure to obtain permit fine or penalty attributable to you is charged to Rogers, you agree to pay for such charges. If police response to your Premises is suspended or cancelled due to excessive false alarms or for failure to obtain a necessary municipal permit, you agree that this Service Agreement will continue in full force, including, without limitation, your obligation to pay the monthly fees for the Home Monitoring Services for the duration of your Service Agreement Term.

**CENTRAL MONITORING**

Central monitoring service will begin when the Equipment is installed and is operational and continue through the term of this Service Agreement, subject to the terms and conditions of the Service Agreement. You agree to comply with all permitting requirements under applicable law with respect to the operation and the provisions of the Home Monitoring Services. You agree to provide Rogers with the permit number (if applicable) and such other information as Rogers may request from time to time.

The central monitoring service is monitored by Northern Communication Services Inc. located at 230 Alder St., Sudbury, Ontario, P3C 4J2.

You understand that Rogers does not receive signals when the transmission mode is or becomes non-operational and that alarm signals from the Equipment cannot be received by the central monitoring centre if the transmission mode is cut, disconnected, interfered with or otherwise damaged. **YOU UNDERSTAND THAT ROGERS IS NOT OBLIGATED UNDER ANY CIRCUMSTANCES TO SEND ANY ROGERS REPRESENTATIVE TO YOUR PREMISES IN RESPONSE TO AN ALARM SIGNAL. ROGERS WILL ATTEMPT TO CARRY OUT ITS DUTIES HEREUNDER PROMPTLY, BUT SHALL NOT BE RESPONSIBLE FOR DELAYS OR FAILURE TO RESPOND BY REASON OF BUSY TELEPHONE FACILITIES, FAILURE OF TELEPHONE OR CABLE EQUIPMENT OR FAILURE OF TELEPHONE OR CABLE LINES DUE TO WEATHER OR OTHER CONDITIONS OR OTHERWISE FOR ANY CONDITIONS OR CIRCUMSTANCES BEYOND THE CONTROL OF ROGERS.**

**DISPATCH POLICY**

**For the first seven (7) days following the installation of the Home Monitoring Services, no emergency services will be dispatched in connection with the Home Monitoring Services, except in response to a fire smoke sensor alarm (if applicable) or a panic or duress alarm. This is to help mitigate false alarms as you get accustomed to the Home Monitoring Services and the Equipment.**

**02/2017**

## LIMITED EQUIPMENT WARRANTY

This limited warranty as fully described below is provided by Rogers to you if you have subscribed to Home Monitoring Services for a Service Agreement Term and have purchased Equipment from Rogers or one of our authorized retailers and/or if you will use Your Equipment.

### Limited Warranty

Subject to the limitations below, Rogers warrants to you that the Equipment described above shall be free from material defects in workmanship and materials, under normal use, from the Activation Date of that Equipment until the expiry of your Service Agreement Term, except that any carbon monoxide and smoke sensor peripherals that form part of that Equipment and are eligible to be covered under this limited warranty will only be covered by this limited warranty until the expiry date indicated on such Equipment, but if there is no expiry date indicated, then for a period of five (5) years from the date of manufacture for carbon monoxide peripherals and for a period of ten (10) years from the date of manufacture for smoke sensor peripherals. This limited warranty is absolutely conditional upon the Equipment having been properly installed, maintained and operated under conditions of normal use in accordance with the manufacturer's recommended installation and operation instructions. Equipment that has become defective for any other reason, at Rogers' sole discretion, are not covered by this limited warranty. Rogers' sole obligation under this warranty is, at Rogers' option and expense, to repair the affected Equipment or replace it with similarly functioning Equipment then made available by Rogers. Rogers warrants any replaced or repaired Equipment through to the end of the original warranty period. The replacement Equipment provided to you may be new or refurbished, to be determined by Rogers in its sole discretion. Neither this limited warranty nor any of the rights hereunder are transferable by you. For more information regarding this limited warranty, call Rogers Technical Support at 1-888-ROGERS1.

### Warranty Service

Before returning the Equipment to Rogers for warranty service within the warranty period, you must call Rogers Technical Support (1-888-ROGERS1) to attempt to diagnose and correct the malfunction or other defect over the telephone. If Rogers is unable to do so, Rogers may dispatch a technician to your Premises. Should the technician determine that the problem is not related to material defects in workmanship and materials or otherwise attributable to Rogers, Rogers may charge you a fee, plus applicable taxes, for the dispatch of the technician.

### Non-Warranty Service

If you require service to Equipment that is not covered by this warranty, you may call Rogers Technical Support (1-888-ROGERS1). Before providing you with the available options, Rogers may attempt to diagnose and correct the malfunction or other defect over the telephone. If Rogers is unable to do so, Rogers may dispatch a technician to your Premises. Should the technician determine that the problem is not attributable to Rogers or covered by any applicable manufacturer's warranty, Rogers may charge you a fee, plus applicable taxes, for the dispatch of the technician.

### Warranties Exclusive

**To the maximum extent permitted by applicable law, the above warranty is exclusive and is in lieu of all other warranties, obligations, liabilities, terms, or conditions provided by Rogers, whether written or oral, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantable quality and fitness for a particular purpose. The Rogers Parties shall not be liable under this warranty if the alleged material defect or malfunction of the Equipment was caused by your or any third person's misuse, neglect, improper installation or testing, unauthorized attempts to open, repair, or modify the Equipment, or any other cause beyond the range of the intended use, or by accident, fire, lightning, power cuts, surges or outages, other hazards, or acts of God. This warranty does not cover loss or physical damage to the Equipment. This warranty does not apply when the malfunction results from the use of the Equipment in conjunction with accessories, other products, or ancillary or peripheral equipment and Rogers determines that there is no fault with the Equipment itself.**

### Limitations of Liability

**In addition to the limitations of liability set out at Section 9.c. of the Terms and under the heading "LIMITATIONS OF LIABILITY" above, to the maximum extent permitted by applicable law, the Rogers Parties limit their liability hereunder to replacement or repair of the Equipment at Rogers' sole option and discretion.**