

HOME MONITORING SERVICE AGREEMENT

This is your service agreement with Rogers Communications Canada Inc. (“**Rogers**”) for your Rogers home monitoring Services for the location at which the home monitoring Equipment is installed (the/your “**Premises**”). Unless otherwise defined in this service agreement, capitalized terms have the meanings given to them in the Rogers Terms of Service. For purposes of this service agreement, “**Services**” means the Rogers home monitoring Services and “**Equipment**” means Equipment used with the Rogers home monitoring Services, unless otherwise indicated. All provisions relating to “**Services**” and “**Equipment**” in the Rogers Terms of Service and other Agreement materials apply.

1. Early Cancellation Fees

a. Will I be charged an Early Cancellation Fee if my Services are cancelled before the end of my Term?

An Early Cancellation Fee (“**ECF**”) applies to Term Services only. It only applies if you were given a subsidy (economic inducement) for your Equipment (and/or installation fee, if applicable), and your Services or Term is cancelled before the end of your Term. The ECF is equal to your subsidy multiplied by the number of months remaining in your Term divided by the total number of months of your Term (plus applicable taxes). In other words, $ECF = \text{subsidy} \times \# \text{ months left in your Term} \div \text{total} \# \text{ months in your Term} + \text{applicable taxes}$.

b. Can I ever cancel my Term Services without an ECF?

Rogers may allow for the cancellation of your Services without any ECF and provide a refund of the cost of the Equipment that you have purchased from Rogers if the Equipment is returned in complete and original condition; and

- a. for Equipment that is installed by Rogers and the related Home Monitoring Services, cancellation is requested within **15** days from date of installation of your Equipment by Rogers; or
- b. for Equipment that you self-install and the related Home Monitoring Services, cancellation is requested within **15** days from the date of the purchase of the Equipment.

In either case, you will be billed for all charges incurred up to the point of deactivation and will be responsible for sending the Equipment back to Rogers, or if applicable, for returning the Equipment to Rogers at the original point of sale. If you have Equipment that was used with Services that include central monitoring, Rogers will remove the Equipment from your Premises. **Where applicable, municipal permit fees are not refundable.**

2. Warranties and Limitation of Liability

a. Are there any additional limits on warranties in addition to those found in the Rogers Terms of Service?

In addition to the limits on warranties in the Rogers Terms of Service, to the maximum extent permitted by applicable law, the Rogers Parties do not guarantee or warrant that the

Services will detect or prevent occurrences (or the consequences of those occurrences) that the Services and/or Equipment are designed to detect or prevent.

b. Are there any additional limits on liability in addition to those found in the Rogers Terms of Service?

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 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 in the Rogers Terms of Service, 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 or 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 Services (including the failure, for any reason, of the alarm system to operate or, if your Services include central monitoring, of the recipient of any alarm signal to react properly); (ii) if your 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 the suspension of response due to false alarms; (iii) any occurrences or consequences that the Services and/or the Equipment are designed to detect or prevent; (iv) delays to installing, maintaining, repairing or improving the Equipment due to any event beyond our reasonable control, including 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; (v) damages caused by access to the Services via a third party platform or service provider; and/or (vi) 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 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 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.

c. Is there an Equipment warranty?

There is a limited warranty on the home monitoring Equipment as fully described below and is provided by Rogers to you if you have subscribed to the home monitoring Services for a Term and have purchased this Equipment from Rogers or one of our authorized retailers and/or if you will use Your Equipment (as defined below).

- i. Limited Warranty. Subject to the limitations below, Rogers warrants to you that the Equipment described above will be free from material defects in workmanship and materials, under normal use, from the Activation Date of that Equipment until the expiry of your initial service agreement Term. 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 in this section are transferable by you. For more information regarding this limited warranty, call Rogers Technical Support at 1-888-ROGERS1.

- ii. **Equipment 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 issue over the phone. If Rogers is unable to do so, Rogers may dispatch a technician to your Premises. If the technician determines that the issue 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.
- iii. **Equipment 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 issue over the phone. If Rogers is unable to do so, Rogers may dispatch a technician to your Premises. If the technician determines 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.
- iv. **Warranty 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.**
- v. **Limitation of Liability.** **In addition to the limitations of liability set out in the Rogers Terms of Service and in Section 2(b) above, to the maximum extent permitted by applicable law, the Rogers Parties limit their liability under this section to replacement or repair of the Equipment at Rogers' sole option and discretion.**

3. **Equipment**

a. Is the Rogers home monitoring Equipment compatible with non-Rogers home monitoring services?

Purchased and rental Equipment from Rogers may be compatible only with the Rogers home monitoring Services. We cannot provide any assurances that it will be compatible with any other



services.

b. Does the Equipment run on battery?

Most of the Equipment (including 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 the battery is inoperative for any reason. While the Services are designed to inform you when the battery in the Equipment is low, you agree to regularly inspect the Equipment for dirt/dust build up and, where applicable (e.g., smoke sensor), test the Equipment (at least once per month) to help maintain continued operability and to replace batteries, as necessary.

c. Are there any restrictions on the use of the home monitoring Services camera?

If your Equipment includes a camera for use with the Services, then you agree not to use that camera to invade another person's privacy, including the unauthorized monitoring of anyone rightfully present at your Premises.

d. Can I install the Equipment myself?

For certain home monitoring Services that do not have central monitoring service, you may be able to self-install the Equipment (subject to any local requirements to have certain equipment installed by a licenced technician). If you choose to self-install or set up any Equipment, then it is your responsibility to have the Equipment installed and set up properly. **If you choose to self-install or set up any Equipment, Rogers is not responsible for installing or setting up the Equipment, or ensuring that the installation or set-up is applicable or appropriate for the use of the Services or the Equipment at your Premises. Without limiting any other limitations of liability in this Agreement, specifically note that the Rogers Parties are not liable for any property damage as a result of self-installation or set-up of the Equipment.**

e. Can I use my existing alarm service equipment with the Rogers home monitoring Services?

Where applicable, some of your existing alarm service equipment (“**Your Equipment**”) may be integrated to work with the Rogers home monitoring Services and the Rogers home monitoring Equipment, in which case the term “Equipment” will also include Your Equipment. You acknowledge and agree that:

- i. you own Your Equipment or have the authority to allow Your Equipment to be used with the Rogers home monitoring Services;
- ii. Your Equipment may not operate in the same manner as it did prior to you entering into this Agreement; and
- iii. Your Equipment will not be removed by Rogers from the Premises under any circumstances.

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

If the Services are cancelled, Rogers will have no obligation to repair or reconnect Your Equipment or any prior alarm service provided at your Premises, even if Rogers comes to your Premises to remove the Rogers home monitoring Equipment.

f. Do I have to own the Premises where the Equipment will be installed?

You acknowledge and agree that you own the Premises where the Equipment will be installed or that you have the authority to allow Rogers to install the Equipment at the Premises.



g. What do I need to know about Equipment rented from Rogers?

Certain Equipment that you have not purchased or that is not Your Equipment may be available to rent from Rogers for a monthly rental fee, or may be included as part of your plan monthly service fee. You acknowledge that Equipment that you rent from us, including your home monitoring Services touchpad, may be refurbished and you have no ownership rights to that rental Equipment.

4. Use of the Services

a. Do I need to have an internet connection for the Services?

You agree to maintain a broadband internet connection compatible with the Services, as determined by us, at your Premises at all times during your subscription to the Services. Your failure to maintain this internet connection may affect the proper operation of the Services.

b. What are some of the tools that I can use to manage my Services, Equipment and contacts?

You can manage certain aspects of your Services, Equipment and contacts through the web control centre, which is available at smarthome.rogers.com (not applicable to Basic home monitoring Services), and through the Rogers Smart Home Monitoring app (available for compatible mobile devices). Where applicable, you agree to keep all information in that portal, including security settings and contact details, up-to-date and accurate at all times.

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 the Services or the Equipment at your Premises.**

5. Applicable to Home Monitoring Services which Include Central Monitoring

a. How does central monitoring work and what are the limitations?

The central monitoring service is monitored by Northern Communication Services Inc. located at 230 Alder St., Sudbury, Ontario, P3C 4J2. Central monitoring service will begin when the Equipment is installed.

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 under this service agreement promptly, but will 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.**

b. Does a technician need to install Equipment for Services with central monitoring?

Yes. In order for certain Equipment to work properly with the central monitoring service, this Equipment (such as smoke detectors and carbon monoxide detectors) must be installed by a Rogers licenced technician. **Self-installation or other failure to have the Equipment installed and set up by a Rogers licenced technician may result in false alarms and/or failure to alert the central monitoring service of an emergency.**



c. What do I need to know about false alarms and municipal permits?

You are responsible for obtaining all necessary municipal permits for a home security system, meeting all permit requirements under applicable law with respect to the operation and provision of the Services and, where required, providing Rogers with all information provided in the permit application, the permit number and other information that Rogers may request from time to time.

False alarm charges, permit fees and other similar or related charges are charged to you depending on your municipality and are non-refundable. 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 bill, and you agree to pay for these charges. Details are available at 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 Services in accordance with the Rogers Terms of Service. 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 acknowledge and agree that this Agreement will continue in full force, including your obligation to pay your monthly service fees for the duration of your Term.

For the first 7 days following the installation of the Services, no emergency services will be dispatched in connection with the 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 Services and the Equipment.

6. Applicable to Home Monitoring Services which Do Not Include Central Monitoring

a. Should the home monitoring Services without central monitoring be used for emergencies?

Services that do not have central monitoring should not be used for life-safety or emergency purposes. You acknowledge that the Equipment is not certified for emergency response. Rogers makes no warranty or representation that use of the Services will increase any level of safety. **You understand that the Services without central monitoring are not a third-party monitored emergency notification system. Rogers will not dispatch emergency authorities to your Premises in the event of an emergency.** In addition, Rogers self-monitored home monitoring Services cannot be considered a lifesaving solution for people at risk in the home, and they are not a substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

b. What do I need to know about reliability of notifications provided through the Services?

You acknowledge that the Services, including remote access and SMS and e-mail notifications, are not 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 Services for any life safety or critical purposes. Mobile notifications regarding the status of your Services 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 and agree 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.



7. Applicable to Customers Using the Services at a Business Premises

a. Are the Services designed for commercial use?

No. You acknowledge that, while you may use the Services as a business customer at a business Premises, the Services are consumer residential services and are not designed for business or commercial use.

b. What do I need to know if I'm entering into this Agreement for home monitoring Services as an individual on behalf of a business?

By entering into this Agreement as an individual on behalf of a business (that is, the order confirmation is in your personal legal name and/or you have provided your personal credit information to Rogers), you acknowledge and agree that:

- i. you are the business owner of the business located at the Premises;
- ii. you will be personally liable under this Agreement, as the customer of record, for all actions or inactions or contractual obligations of the customer, regardless of whether those actions or inactions were taken by employees, your contractors, or others having access to the Premises;
- iii. you may be subject to false alarm charges, permit requirements and/or fees and other similar or related charges applicable to a business and/or business Premises; and
- iv. your personal credit rating will be impacted by any failure to pay under this Agreement.

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8/18

