



HOME MONITORING SERVICE AGREEMENT

This agreement between Rogers Communications Partnership ("us", "we", "our" and "Rogers") and you, the customer named in the order confirmation that accompanies this Service Agreement (the "Order Confirmation") is for home monitoring services ("Home Monitoring" or the "Services") for the location at which the Ordered Equipment (as defined below) is installed ("Premises").

This Service Agreement must be read in conjunction with the Rogers Terms of Service (the "Terms") and Acceptable Use Policy 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 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

Rogers may allow for the cancellation of your Home Monitoring without any ECF (as defined below) and a refund of the cost of any Ordered Equipment that you have purchased with the following conditions:

- 1) the Ordered Equipment is returned in complete and original condition (a Rogers Party will remove the Ordered Equipment from your Premises); and
- 2) cancellation is requested within **15** days from date of installation. You will be billed for all charges incurred up to the point of deactivation. Where applicable, **MUNICIPAL PERMIT FEES ARE NOT REFUNDABLE.**

SERVICE FEES

Monthly Fees

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

False Alarms and Municipal Permits (only applicable if your Services include central monitoring)

False alarm charges, municipal permits and other similar 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 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 Services in accordance with the Terms. If a false alarm 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, you agree that this Service Agreement will continue in full force, including, without limitation, your obligation to pay the monthly fees for the Services for the duration of your Service Agreement Term.

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

A Rogers Party will deliver to you and install the Equipment set out in the Order Confirmation (the "Ordered Equipment") on the Installation Date referenced in the Order Confirmation or on such other mutually agreed upon date. You will be informed of any applicable installation fee at the time you order the Services. You acknowledge that you own the Premises where the Ordered Equipment will be installed or that you have the authority to allow a Rogers Party to install the Ordered Equipment at the Premises.

NO WARRANTIES

In addition to the conditions of Section 27 of the Terms, to the maximum extent permitted by applicable law, the Rogers Parties do not guarantee or warrant that the Services will avert or prevent occurrences or the consequences therefrom, which the 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 SERVICES ARE FOR HOME MONITORING SERVICES ONLY 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 29 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 Services (including, without limitation, 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, without limitation, 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 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 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 SERVICE, AS THE AGREED UPON DAMAGES OR IN LIEU OF ANY TYPE OF DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY.

CENTRAL MONITORING (only applicable if your Services include central monitoring)

Central monitoring service will begin when the Ordered 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 Services. You agree to provide Rogers with the permit number (if applicable) and such other information as Rogers may request from time to time.

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 (only applicable if your Services include central monitoring)

For the first seven (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.

EARLY CANCELLATION FEE (applicable to term commitment customers only)

Only the value of the discount granted to you on the price of your Ordered Equipment upon entering your Service Agreement Term ("SHM Hardware Credit" or "Economic Inducement") will be used to calculate the Early Cancellation Fee ("ECF"). Your SHM Hardware Credit (Economic Inducement) is confirmed in the Order Confirmation delivered to you under separate letter.

An ECF applies if you have been granted an Economic Inducement, and if, for any reason, your Home Monitoring or your new term is terminated prior to the end of your Service Agreement Term. The ECF is the amount of the Economic Inducement, less the amount obtained by multiplying such Economic Inducement by a fraction representing the number of months elapsed in your Service Agreement Term as compared to the total number of months of your Service Agreement Term (plus applicable taxes). In other words, **ECF = Economic Inducement – [Economic Inducement x (# months elapsed 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.

ORDERED EQUIPMENT

The Ordered Equipment is new, unless otherwise indicated. Any Ordered Equipment provided to you for **\$0** is provided as a rebated good and not a free good.

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

BROADBAND CONNECTION

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

WEB CONTROL CENTRE

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 Ordered 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 the alarm will not sound if, for any reason, the battery is inoperative or does not function. While the 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 Ordered Equipment includes a camera for use with the 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.

SYSTEM UPGRADER

Where applicable, some of your existing alarm service equipment ("Your Equipment") will be integrated to work with the Services and the Ordered 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 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 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 Ordered Equipment without the obligation to repair or reconnect Your Equipment or any prior alarm service provided at your Premises.

05/2013

LIMITED EQUIPMENT WARRANTY

This limited warranty as fully described below is provided by Rogers to you if you have subscribed to Home Monitoring 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 29 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.

05/2012