

SMART HOME MONITORING LIMITED EQUIPMENT WARRANTY

This limited warranty as fully described below is provided by Rogers Communications Partnership (“Rogers”) to a customer (“you”) who subscribes to Home Monitoring services (the “Services”) for a Service Agreement Term and purchases Equipment for use with the Services from Rogers or one of its authorized retailers and/or who uses existing alarm service Equipment in your Premises to work with the Services. This limited warranty is incorporated into the Rogers Terms of Service (the “Terms”) and your Home Monitoring Service Agreement (the “Agreement”). Unless otherwise defined herein, capitalized terms in this limited warranty have the meanings given to them in the Terms or the Agreement.

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" in the Agreement, 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