

Bell Smart Home Terms of Service

YOU AGREE TO BE BOUND BY THE TERMS SET OUT BELOW. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTOOD ITS TERMS, INCLUDING SECTIONS 17 (DISCLAIMER OF WARRANTIES), 18 (NO INSURANCE PROVIDED), 19 (LIMITATION OF LIABILITY), 20 (SPECIFIC EXCLUSIONS), AND 21 (INDEMNIFICATION). THESE SECTIONS, IN PARTICULAR, LIMIT THE LIABILITY OF THE BELL PARTIES TO YOU AND REQUIRE YOU TO INDEMNIFY THE BELL PARTIES IN CERTAIN CIRCUMSTANCES.

1. Definitions. In this Agreement: “**Bell**”, “**us**”, “**we**”, and “**our**” mean AlarmForce Industries Inc., a Bell Canada company; “**Bell Parties**” means us and our affiliates, partners, licensors, contractors, vendors, dealers, representatives, suppliers, service providers, and agents (and our and their respective employees, contractors, subcontractors, officers, directors, shareholders and representatives); “**Equipment**” means any device, equipment or hardware rented or purchased from or through us under this Agreement; “**including**” means “including without limitation”; “**Service**” or “**Services**” means the home monitoring services or business premises monitoring services, either monitored by Bell or self-monitored, and any other services that you subscribe to or purchase from or through Bell under this Agreement; “**Self-Monitoring**” or “**Self-Monitored**” means Equipment and Services that do not include monitoring by Bell; “**System**” means the home or business monitoring and alarm system and any other functions and applications made up of the Equipment and Services together whether monitored by Bell or Self-Monitored; and “**you**” and “**your**” mean, jointly and severally, the Subscriber(s) identified on the first page of this Agreement.

2. Term. *The initial term of this Agreement (the “Initial Term”) will be 36 months (3 years) commencing on the date of the initial activation of the Services or installation of the Equipment, whichever is earlier (the “Activation Date”), or, if the Services or Equipment are an upgrade of services or equipment provided to you under a previous agreement with us, then (a) the Initial Term will be 36 months (3 years) plus the unexpired portion of the term (if any) under your previous agreement with us, as indicated on the front page of this Agreement, and (b) this Agreement will replace your previous agreement with us. Early termination of this Agreement during the Initial Term will be subject to an early termination fee, as set out in section 6. Upon expiration of the Initial Term, unless notice has been provided to the contrary, the Agreement will be extended, subject to our then current terms and pricing, for successive one month terms (“Renewal Term”), and we shall continue to automatically extend the Agreement on this basis, until either Bell or you gives notice to the other that the Agreement is terminated.*

3. Billing and Payment. Monthly payments will be processed on the 1st day of each month. **Depending upon your Activation Date, your first payment may be pro-rated to cover charges for the first partial month only or your first payment may include both pro-rated charges for the first partial month and regular charges for the next month. Accordingly, your first payment may be higher than your regular on-going monthly payments.** If payment of an amount due on your account is not received by us by the required payment date specified by us, it will be considered a delinquent amount. You hereby authorize us to charge any unpaid and outstanding amount on your account or otherwise payable under this Agreement to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges. If any pre-authorized or other payment cannot be processed due to non-sufficient funds (“NSF”), we will (a) charge you our then-current NSF fee, and (b) re-run your payment, including and NSF charges, during the current billing month. Any failure to pay an amount due on your account shall give us the right, in addition to and without waiving any other remedies, to avail ourselves of any legal remedy, including but not limited to (a) the right to charge interest at 1 1/2 % per month compounded monthly (19.56% per annum) on the delinquent amount. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply partial payments to the outstanding charges in the amounts and proportions that we determine. If you default on or do not pay the charges under this Agreement, we may send your account to a third party for collection of the entire amount remaining on the contract plus any collection costs that we will incur in the process.

4. Fees. You will pay all charges associated with the Services and Equipment, including installation, activation and service charges, equipment charges, third party charges, applicable taxes, permitting and regulatory fees, and any other fees or assessments of any government or other applicable bodies imposed on you, us or the Services.

5. Changes to this Contract. Where permitted under applicable laws, we may make changes to this Agreement, including making adjustments to the pricing for the Services and Equipment at any time. We will provide you with at least 30 days’ prior written notice. No other statements (written or verbal) will change or amend this Agreement. If you want to refuse the change, your remedy is to cancel the impacted Service or the Contract (see section 2).

6. Termination by You. You may terminate this Agreement at any time by giving us notice in writing. The notice of termination will be effective on the date it is received by us and we will not be obligated to provide you any Equipment or Services after that date; however, you will not be refunded any fees for the remaining portion, if any, of the monthly billing cycle in which we receive your termination notice. You acknowledge that the fees due under this Agreement are based on your agreement to receive and pay for the Equipment and Services for the full duration of the Initial Term. Accordingly, if you terminate this Agreement before the expiry of the Initial Term, you must pay us an early termination fee (the “**Early Termination Fee**”) equal to the fees payable for the Equipment and Services for remainder of the Initial Term, plus applicable taxes. You acknowledge that the Early Termination Fee is a genuine pre-estimate of our potential damages, not a penalty, and therefore constitutes liquidated damages. In some cases, we may waive the Early Termination Fee if you terminate this Agreement due to extenuating circumstances such as death, bankruptcy, or transition to an assisted living home. If you terminate this Agreement within 10 days after the receipt of a copy of this Agreement during the Initial Term, no Early Termination Fee will apply and you must return the Equipment in new condition. We may require specific documentation to consider your request for an Early Termination Fee waiver. Early Termination Fee waivers are handled on a case-by-case basis and are granted at our sole discretion. **Notwithstanding anything to the contrary in this section, you are not required to pay the Early Termination Fee during the Renewal Term.**

7. Termination by Us. We may terminate this Agreement: (a) on 7 days’ written notice to you, if you fail to pay any charges owed to us when due or if you breach any other term of this Agreement; (b) immediately on written notice to you if, in our reasonable opinion, you are verbally or physically abusive to us or any of our representatives or otherwise create a hostile or unsafe work environment; or (c) at any time on 30 days’ notice to you for any reason or no reason. If we terminate the

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Agreement under paragraphs (a) or (b) of this section during the Initial Term, you will pay us the Early Termination Fee plus a \$50.00 administration fee. **Notwithstanding anything to the contrary in this section, you are not required to pay the Early Termination Fee during the Renewal Term.**

8. Consent to Monitoring; Compliance with Laws; Permits. You hereby consent to the monitoring or Self-Monitoring of your premises, which may include audio, still-image and video recording of your premises and any persons present on your premises. For your privacy, our system prevents us from (a) activating an audio communication link with your premises until an alarm signal registers at our monitoring station (if two-way voice is available on your System), and (b) accessing any stored audio, still-image, or video content without your express authorization through our customer portal. You hereby consent to us and our service providers storing and copying that content on our and their systems in accordance with applicable privacy laws. You acknowledge that we and our service providers may access and disclose stored video clips and still-photo images in response to a subpoena or a government request or order, and you hereby consent to this access and disclosure. You will comply with any laws requiring you to post signage at your premises notifying third parties of your use of audio and video monitoring equipment. You will obtain consent from any persons present at your premises to those monitoring activities, and you will indemnify the Bell Parties against any claims, including damages and fines, arising from your failure to obtain such consent. You will comply with all applicable laws and bylaws governing your use of the Equipment and Services, including all permitting and notice requirements for the operation of the System and your use of the Services and Equipment. You must promptly provide us with any information that we require with respect to such permits, including permit numbers.

9. Video Services. If the System you have subscribed to under this Agreement includes a Video Package, we will provide a video monitoring system that connects to a remote video server. If the System includes video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our or our service providers' servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from us. Subject to the limitations set out in this Agreement, the video system will allow you to view video recordings from security cameras installed at your premises from any computer, tablet or smartphone connected to high-speed internet. We have no control over and take no responsibility for the placement of cameras and their view. You are solely responsible for providing and maintaining adequate lighting to allow the video system to capture images effectively. You will use the cameras and associated video and still-photo imaging features of the System in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct. We may disconnect the cameras from the Services if you, in our sole determination, breach this provision.

10. Access; Installation and Removal of Equipment. All Equipment must be installed and activated by Bell, unless Bell makes a self-installation option available. You hereby authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, update, upgrade or improve the operation of our Services and the Equipment. In the event that you do not own the premises in which the Services and Equipment are being installed, you have received consent from the owner of the premises for the installation of the Services and Equipment. You acknowledge that installing the Equipment may require us to drill holes, drive nails, make attachments, run wires, and otherwise modify your premises. You will have appropriate and sufficient electrical power and outlets as required for our Service and Equipment. If, within 30 days from the date of installation of the Equipment, you notify us in writing of any problems with the installation, we will make reasonable efforts to correct those problems. After that 30-day period expires, you will be deemed to have accepted the installation "as is". If this Agreement or any of your Services have been terminated, then you hereby authorize us and our representatives to enter or have access to your premises to disconnect the Services and remove the Equipment, as applicable. We are not required to return the premises to their pre-installation condition or repair any damage caused by the removal of the Equipment, except for damage resulting solely from the negligence of our representatives (subject to the limitations on our liability under sections 19 and 20). If you choose any self-installation option, you are responsible for and assume all risks and liability associated with installation and use, including any deviation from any recommendation provided by Bell on the set-up and use of the Equipment.

11. Ownership of Equipment. All Equipment sold or otherwise provided to you will remain our property throughout the Initial Term. The right of ownership of the Equipment will automatically transfer to you at the end of the Initial Term, provided that you have paid all amounts owing to us under this Agreement and are not otherwise in default of this Agreement. You are solely responsible for the cost of uninstalling or taking down the Equipment. Until ownership of the Equipment is transferred to you, you must: (a) take reasonable care with the Equipment; (b) not sell, lease, mortgage, transfer, assign or encumber the Equipment or re-locate it without our knowledge and permission; and (c) immediately notify us if the Equipment is lost, stolen or destroyed. If this Agreement expires or is terminated and you are in default of any of your obligations under this Agreement, you must promptly return the Equipment owned by Bell to us upon our request, at your expense. You will not, and will not permit any person to, (i) reproduce, alter or tamper with the mobile identification numbers (MIN) assigned to the Equipment, or (ii) without our prior written consent, possess any tools or equipment that may be used to reproduce, alter or tamper with mobile identification numbers. If, at any time before ownership of the Equipment is transferred to you, any of the Equipment is lost, stolen or damaged (reasonable wear and tear excepted), sold, leased, mortgaged, transferred, assigned, encumbered, tampered with or not returned to us upon request, you must pay us the undiscounted retail value of such Equipment and any costs that we incur attempting to regain possession of such Equipment. The Equipment is locked to services provided by us and cannot be used independently or in conjunction with other home security service providers' systems.

12. Limited Equipment Warranty. We warrant that if any part of the Equipment (excluding batteries) does not work because of a defect in materials or workmanship, we will repair or replace that part at no charge to you: a) during the Initial Term, for a period equal to the greater of (i) the remaining duration of the Initial Term or (ii) one (1) year from the date of purchase of additional Equipment; b) during any Renewal Term, for a period of one (1) year from the date of purchase of the additional equipment. We may use reconditioned parts in making repairs, but this warranty will only extend to the replacement parts for the remainder of the warranty period. You must notify us within the warranty period of any problem that you claim is covered by this limited warranty. This limited warranty is for your benefit only and cannot be enforced by any other person. This limited warranty does not cover any of the following conditions: (a) damages resulting from repair of the equipment or system by unauthorized persons, alterations, abuse, misuse, tampering, weather conditions, environmental conditions, natural disasters, or acts of God; (b) problems with the internet or communication lines or equipment; (c) damages caused directly or indirectly by break-ins or other occurrences that the Equipment is designed to detect or avert; (d) problems caused by interruption of electrical mains or faulty batteries; (e) your failure to follow operating instructions in the owner's manual

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or other product documentation or as provided by us; (f) alterations to the Equipment by you or a third party; or (g) problems caused by any alteration of the premises; (h) low or dead batteries; (i) damages resulting from self-installation of Equipment; (j) any life safety detector devices (e.g., carbon monoxide (CO) and smoke detectors) not provided and installed by us, or (k) any other condition not caused by a defect in materials or workmanship.

13. Repairs and Maintenance. All repairs to the System that are not covered under the limited warranty in section 12 will be billed to you at our then-current rates for labour and materials. We will use reasonable efforts to schedule repairs as soon as possible after you notify us that the System is in need of repairs, subject to the availability of our service personnel. In some cases, we may need to order replacement parts or equipment from our suppliers, which may delay the repairs. We may elect to perform repairs at your premises, or we may require you to return the Equipment to us for service. We will cover the cost of return shipping, provided you ship the Equipment to us by a method approved by us in writing. You are solely responsible for the cost of uninstalling or taking down the Equipment. Repairs will be performed during regular business hours as determined by us from time to time. In no event will we be liable to you for any loss or damages resulting from any delay in scheduling or performing repairs. You will test and maintain the Equipment in the manner and frequency set out in the applicable owner's manual, other product documentation, or as may be recommended by us from time to time. You must notify us immediately if you become aware of any probable System malfunction during testing or at any other time. Some or all of the Equipment may be battery powered and will not operate if the batteries are low or dead. You are solely responsible for regularly testing the batteries in the Equipment and for replacing them whenever they are low or dead, and in any event at least once per year. You must test and replace the batteries in accordance with the Equipment manufacturers' specifications. At your request, we may, in our discretion and at your expense, provide you with replacement batteries and battery installation services. Life safety detector devices (e.g., carbon monoxide (CO) and smoke detectors) have expiry dates set by the manufacturer. As a result, you are responsible to ensure that those devices are in good working condition and to replace them by the expiry date as their ability to detect may degrade over time.

14. System Limitations. We believe that the Equipment and Services provided to you conform to industry standards. However, you acknowledge that no form of alarm or home or business premises monitoring system, including Self-Monitored, is guaranteed to operate error-free or to deter, detect or prevent those occurrences that those systems are designed to deter, detect or prevent, including where applicable, unauthorized intrusion on your premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. All such systems are susceptible to technological limitations, defects, tampering, malfunction, and human error. The Equipment and Services may not function properly or at all as a result of faulty equipment, equipment failure, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered, damage to or destruction of our equipment or facilities, relocation of the equipment within your premises, and other causes. Accordingly, the Bell Parties make no representations or warranties that the access to and use of the Equipment and Services will be uninterrupted, error-free, or free from defects. You acknowledge these System limitations and that your use of the System is voluntary.

15. Equipment Limitations. You acknowledge that the System may depend on communication networks and other conditions outside of our control to provide notifications, images, and other automation functions and that 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 at all. If the Equipment includes video or still-image cameras, we do not guarantee the receipt, clarity or quality of any images. Camera performance and image quality may be adversely impacted by lighting conditions, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. If the Equipment includes an image sensor device that also is being used as a motion sensor, then you acknowledge that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment includes home or business premises automation devices (such as thermostats, lighting controls and door locks), you acknowledge that **(a)** such devices may not work together with other equipment and services provided by our service providers, other Bell Parties, or third parties, and **(b)** you may be unable to control the devices using the other equipment or services.

16. Service Interruptions. If for any reason, including central monitoring equipment failure, we are unable to provide the Services, we may suspend them at any time without notice to you. Any credit or refund for any Service unavailability or service outage is entirely at Bell's discretion.

17. DISCLAIMER OF WARRANTIES. *Except for the limited warranty in section 12, the Equipment and Services are provided to you "as is, where is", with all faults and without warranty of any kind. To the maximum extent permitted under applicable laws, the Bell Parties expressly disclaim all other representations, warranties and conditions, express and implied, statutory (including under sale of goods legislation, or otherwise), including without limitation any representations, warranties or conditions of merchantability, fitness for any particular purpose, suitability for any particular purpose, title and non-infringement.*

18. NO INSURANCE PROVIDED. *The System is designed as a deterrent only and/or for informational purposes and does not provide protection in lieu of insurance. You acknowledge that: (a) Bell is not an insurer and is not providing you with insurance under this Agreement; (b) the fees payable by you under this Agreement (i) are based only on the value of the Equipment and Services provided, (ii) are in no way related to the value of your premises, any business carried on at your premises, or any persons or personal property at your premises, and (iii) are not to be construed as an insurance premium; and (c) you are solely responsible for insuring your premises and personal property against personal injury, property loss, property damage, and, if you use your premises for commercial activities, for all business losses. We recommend that you obtain insurance policies to cover personal injury, property loss and damage, and any other losses or liabilities that would be insured against by a prudent owner of premises similar to yours. You acknowledge that if any of those injuries, damages, losses, or liabilities occur, your sole sources of reimbursement are your own funds and your insurers and you will not seek indemnity from any of the Bell Parties.*

19. LIMITATION OF LIABILITY. *To the maximum extent permitted by applicable law, in no event will the Bell Parties be liable to you or to any third party for any loss of profit or revenue, financial loss, loss of business opportunities, breach of privacy or security, property damage, personal injury, or death or for any indirect, special, consequential, incidental, punitive, or exemplary damages. In no event will the Bell Parties' total liability for all damages, losses, and causes of action, whether in contract, tort or otherwise, exceed the lesser of \$250.00 and the amount actually*

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received by us for the Services provided during the 6-month period prior to the date of the first claim. You acknowledge that the foregoing amount constitutes a genuine pre-estimate of your potential damages and is therefore agreed to be liquidated damages. The existence of one or more claims will not enlarge the foregoing limit. The limits and exclusions in this section are in addition to any other limits and exclusions on the Bell Parties' liability set out elsewhere in this Agreement and apply whether the liability, loss, or damages arise in contract, tort, statute, or any other theory of liability and whether or not the Bell Parties were negligent or grossly negligent or were advised of the possibility of the liability, loss, or damages.

20. SPECIFIC EXCLUSIONS. *Without limiting the generality of section 19 of this Agreement, in no event will the Bell Parties be liable for any loss or damage arising directly or indirectly from any of the following: failure by you to fully insure your premises and its contents against personal injury and property loss and damage, and business losses; failure by you or any other person to properly arm the alarm system, to properly close doors, windows or other protected points, to test and replace batteries as required; failure of System notifications and other automation functions; failure to connect the System to the Internet and provide access to Bell to the Equipment; acts or omissions of a telecommunications carrier including Bell Canada whose facilities or equipment are used to provide the Services, or any power failures, power surges, or variance or failure of transmission lines or equipment; acts or omissions of any emergency responders or designated contact persons, including any failure or refusal to respond or delay in responding to an alarm event, except for the negligence of private guard services contracted by us, as provided in section 31; your failure to do, or errors in doing, anything you are required to do under this Agreement; damage to the Equipment or any part of it caused by any act or omission of you (or your employees, servants, agents, invitees or contractors), by any environmental condition (fire, water, wind, lightning, etc.), act of God, or any other peril for which you have insurance or which is usually insured by owners of premises similar to yours, or by any other cause beyond our control; false alarm assessments, taxes, fees or other charges imposed or authorized by any government body relating to the Equipment or Services; tampering with or attempted service of any part of the Equipment, or the addition of equipment or other alarm monitoring systems, by any person not authorized by us in writing; misuse of the Equipment; self-installed Equipment; malfunctions of equipment not provided or serviced by us; changes to the premises as a result of renovation, construction, decoration or other alteration, storage of goods or lack of maintenance which may affect the performance of the alarm system or any part of it; delay in obtaining replacement parts from any manufacturer or supplier; delay in providing any goods or services for any reason beyond our control; and, claims or damages resulting directly or indirectly from any claim that the use or intended use of the Equipment or Services infringes or misappropriates the intellectual property, trade secrets, industrial, contractual, privacy or other rights of a third party.*

21. INDEMNIFICATION. *This Agreement is intended only for your benefit. You will indemnify, defend (if requested by us) and release the Bell Parties from liability, and will reimburse the Bell Parties for any damages, losses or expenses (including reasonable lawyers' fees and costs), incurred by the Bell Parties in connection with any claims, suits, judgments and causes of action which relate to the Equipment or the Services. This indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, statute, warranty, tort (including negligence), or any other theory of liability. However, your duty to indemnify us does not apply to claims based on injuries to third parties or to their property that occur while our representatives were on your premises and which were caused solely and directly by those representatives. In case of any third party claim or loss covered by your insurance, you will not look to the Bell Parties for indemnification or reimbursement. You waive any rights that your insurance carrier or others claiming through you may have against the Bell Parties, including any rights of subrogation. You will cause all insurance policies with respect to your premises and any personal property at your premises to contain a waiver of subrogation in favour of the Bell Parties.*

22. Privacy and Personal Information. Your privacy is important to us. Bell protects your privacy in accordance with the Bell Privacy Policy located at www.bell.ca/privacy, as amended over time. By entering into this Agreement, you agree that Bell may share your information with other Bell Canada companies and brands as they exist over time.

23. Marketing. At Bell, we use a number of ways to keep our customers informed about the products and services the Bell Parties provide. We recommend products and services to you based on your account information, eligibility and your needs and preferences as determined by your purchase and use of our products and services. We may also reach out to inform you of ways to save, new product and service releases, and other useful information using a variety of means, including by sending you commercial electronic messages or calling you. You can unsubscribe from commercial email messages and opt-out from telemarketing messages by visiting <https://bell.ca/Smart-Home-email-updates>. You can unsubscribe from commercial SMS messages by replying "STOP" when you receive a commercial SMS from Bell. You will continue to receive service related messages even if you choose not to receive marketing communications. Bell will not disclose your personal information to third-parties to market their products and services without your express consent.

24. Software You agree to Bell installing, modifying or removing Bell or other software on your Equipment to the extent such downloads are reasonably necessary for the continued operation of your System. For example, without additional notice Bell may update or upgrade, modify or remove the software to ensure it remains compatible with and functions properly with any technological improvements to the System. These installs, modifications, updates or removals may be required for you to continue receiving the Services. You will ensure that your System is connected to the Internet at all times to enable installing, modifying or removing Bell or other software on your Equipment. If you do not connect your System to the Internet, you acknowledge that Bell may not be able to install, modify or remove Bell or other software on your Equipment that may be necessary for the continued operation, or optimal operation, of your System.

25. Contractors and Service Providers. We may contract the performance of all or any portion of the Services to our affiliates, and our and our affiliates' agents, representatives, suppliers, service providers, licensors, contractors, and subcontractors (together, the "Service Providers"). We may provide the Service Providers with all information regarding you as we deem necessary or appropriate to facilitate providing the Services. The Service Providers may retain and use that information in accordance with applicable law, including privacy laws. You acknowledge that in some cases your use of the Equipment, Services and any related software may be subject to, and conditioned upon your acceptance of, third party terms of use. In no event will we or our Service Providers be liable to you if you are unable to use Equipment or Services because you do not agree to those terms of use. **You acknowledge that: (a) you have no contractual relationship with, or rights as a third party beneficiary with respect to, any of the Service Providers; and (b) the protections afforded to us under this Agreement apply to each of the Service Providers, including as set out in**

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sections 17 (Disclaimer of Warranties), 18 (No Insurance Provided), 19(Limitation of Liability), 20 (Specific Exclusions) and 21 (Indemnification).

APPLICABLE TO SERVICES AND EQUIPMENT THAT ARE SELF-MONITORED

26. Self-Monitoring. If the System you have subscribed is Self-Monitored, you acknowledge that Bell or any other third party will not monitor your premises, nor will any signal from your premises register at our monitoring station. **You understand and acknowledge that that this means Bell or any other third party will not contact or dispatch emergency responders to your premises in connection with any System notification, or emergency event.**

27. INFORMATIONAL PURPOSES ONLY. Self-Monitored Systems are for informational purposes only and are not intended for life-safety or emergency purposes. You agree that you will not rely on a Self-Monitored System for life-safety or emergency purposes and are solely responsible for contacting emergency responders in the event of an emergency at your premises.

APPLICABLE TO SERVICES AND EQUIPMENT THAT INCLUDE MONITORING BY BELL

28. Monitoring and Notification Services. We will provide monitoring service to you throughout the Initial Term and Renewal Term, commencing when the System is installed and operational and when the necessary communications connection is completed. If we receive an alarm from your premises at our monitoring station, we will notify the applicable emergency responder(s), as determined in our discretion and subject to any requirements or limitations imposed by local laws, bylaws and regulations. We will also notify any emergency contacts that you have designated in writing. You may designate one or more emergency contacts, up to a maximum number determined from time to time by us. We recommend that you designate at least two emergency contacts to increase the chance that at least one of your contacts will be available to respond to an emergency notification. You are responsible for ensuring that the contact information you provide to us for you and your emergency contacts is correct and kept up to date. You hereby authorize any of your emergency contacts to act and give us instructions on your behalf. We may rely on those instructions, which may include instructions to cancel alarms or to refrain from notifying emergency responders. You acknowledge that we may be subject to applicable laws and industry standards designed to reduce false alarms or other verification procedures in response to monitored alarms and that these may result in practices and procedures that delay us in notifying emergency responders. We may, in our sole discretion, attempt to contact you to verify that a signal is not a false alarm. We may also, in our sole discretion, elect to notify emergency responders before notifying your emergency contacts. If we have reason to believe, in our sole discretion, that no emergency condition exists, we may elect not to notify emergency responders. In no event will we be liable to you if we cannot reach you or any emergency contact designated by you in response to an alarm signal. We do not guarantee that we will be able to communicate with you during an emergency. Please see **Schedule "A"** for more information about the monitoring and notification services.

29. System Operation. You are solely responsible for ensuring that your System is armed at all appropriate times. The System is designed to perform regular self-testing to determine whether it is functioning properly. If an error message registers on your alarm panel, you must promptly correct the cause of the error or notify us of the error. You acknowledge that the System's self-testing programs are not designed or guaranteed to identify or correctly diagnose all possible System malfunctions.

30. Communication Networks. You acknowledge that the System may depend on communication networks to transmit alarm signals, including telephone, cellular, internet, and other communications equipment installed at your premises. In some cases, these networks may fail, which may result in us not receiving or not being able to verify an alarm signal. We are not required to supply monitoring service to you while any such failure continues. In no event will the Bell Parties be liable for any loss or damages arising from the failure of any communication network.

31. Emergency Responder Limitations. Emergency responders, including private security guard services contracted by us, and your emergency contacts may fail or refuse to respond to notification of an alarm, may not respond promptly, may be ineffective in preventing injury, loss or damage, or may be negligent. Accordingly, the Bell Parties do not guarantee that any emergency responders or any of your emergency contacts will (a) respond promptly or at all, (b) be effective at preventing any injury, loss or damage, or (c) not be negligent. However, in the event that you suffer any injury, loss or damage solely as a result of the negligence of a private security guard service under contract with us and dispatched to your premises in response to an alarm signal, we will compensate you for that injury, loss or damage subject to the limitations on our liability under sections 19, 20 and 21.

32. False Alarm Fees. You will promptly pay all fines and other charges for false alarms imposed on you by any government or other applicable bodies. Any time that a fine or other charge is levied against us as a result of a false alarm at your premises, you will pay us the amount of the fine or other charge immediately on demand by us. If you do not immediately pay any fines and other charges levied against you or us, we may treat your non-payment as a default under this Agreement.

GENERAL PROVISIONS

33. General Terms. The headings in this Agreement are for ease of reference only and do not form a part of this Agreement. This Agreement is binding on and enures to the benefit of the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. We may assign this Agreement and may subcontract any of our obligations under this Agreement without notice to you. If any provision of this Agreement or the application of any such provision to any person, entity, or circumstance is found to be invalid, illegal, or unenforceable in any respect, such provision will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining provisions of this Agreement will not be affected by such invalidity, illegality, or unenforceability. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice will act to modify any provision of this Agreement. All payment obligations arising before the expiry or earlier termination of this Agreement, all limitations of liability, and all indemnity obligations will survive the expiry or earlier termination of this Agreement. Nothing contained in this Agreement will be construed to limit our rights and remedies available at law or in equity. This Agreement is governed exclusively by the laws of the province of Ontario, Canada and you submit to the jurisdiction of the courts of Ontario, Canada.

34. Entire Agreement. This Agreement constitutes the entire agreement between you and us for the Equipment and Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. In executing this Agreement, you are not relying on any advice from us or advertisement by us. You acknowledge that any express or implied representation, promise, inducement, condition, or warranty not included in writing in this Agreement will not be binding on any of the Bell Parties. The terms of this Agreement cannot be changed by you. No sales representative, dealer, agent, officer or employee of Bell has the authority to change or modify this Agreement, except pursuant to an official revised version of this Agreement, and you may not rely on any such change or modification.

You can reach us for any reason at 1 (800) 267-2001 or at Bell, 675 Garyray Drive, Toronto, Ontario, M9L 1R2.

SCHEDULE “A”
MONITORING AND NOTIFICATION SERVICES INFORMATION FOR SYSTEMS MONITORED BY BELL

Contact

A contact is a person who is authorized by you to have any of the following:

- 1) Authority to request or cancel dispatch.
- 2) Keys to the premise.
- 3) Authority to obtain any information on the account with regards to the security system and alarm history.
- 4) Authority to modify/update their own contact information.

In addition to the above, Bell will store each contact’s name and phone number to be called in the event of an alarm. You may assign a passcode to each contact person. Your contacts will also have the ability to change their own passcodes.

Call List

The call list consists of contact information for anyone that you want to be notified in the event of an alarm and/or emergency. The persons on this list will have the authority to request or cancel a dispatch. However, they will not have the authority to make any changes to your account. In the event of an alarm, Bell will call the call list in the order it was provided to Bell, until either a contact is reached or the full list has been called without success. Once a contact is reached, the rest of the list will not be contacted unless you have requested otherwise.

Passcode

A passcode may also be used to cancel alarms via two way communication. The passcode may be used to obtain information specific to the alarm activity. However, a passcode **cannot** be used to obtain general account information or to make changes to your account. Contacts can be provided different access levels. The passcode must be between 1 and 50 characters. It may consist of letters, numbers, or both. You should keep the passcode confidential, given the access control it provides. Access can be granted to specific contacts, permissions are as follows:

Permissions Suspended	Can Authorize Schedule Change
Can Open/Close within schedule	Can Put Entire Customer on Test
Can Open/Close within Temp Open Window	Can put Designated System/Areas on Test
Can Open/Close Anytime	Can Edit Customer
Can Cancel Alarm	Can Give Out Customer Information

Bell Action Protocols

Provided you are not in default under your Agreement, then upon receipt of an alarm at the monitoring centre, Bell will endeavor to contact you or someone on the call list. If Bell attempts to contact you or someone on your call list but is unable to do so, or if Bell is not satisfied with the nature of the response received upon such contact, Bell will make reasonable efforts to provide notification of the alarm promptly to one of the police, fire, other authority or private alarm response company (as appropriate) by telephone or other communication means. The appropriate party to notify shall be as determined by Bell, acting reasonably. If holdup, panic button or carbon monoxide alarm service is furnished under this Agreement, the sole responsibility of Bell on receipt of such signal will be to transmit the alarm promptly to the headquarters of one of the police, fire, other authority or private alarm response company (as appropriate).

Guard Response

Guard response is only offered in select areas where the service is available. Guards will be dispatched according to the action table above. Guard response times are not guaranteed; however, Bell will use best efforts to ensure that a guard responds at your premise in less than sixty minutes.

Note: Guard response may be delayed due to weather, traffic, and speed limitations, as guards do not operate emergency vehicles.

***If you subscribe to guard dispatch, you will have the option to upgrade to police dispatch at the time of dispatch.

Police Registration

Most police agencies require you to register with them and obtain a permit for a dispatch. Bell will notify you at the time of sale and at the time of the installation if there is a requirement for registration in your location. It is your obligation to obtain a permit and provide it to Bell. Failure to provide Bell with permit may result in higher false alarm fees and, in some instances, refusal by local authorities to attend at your premises in the event of an alarm.

False Alarm Charges

Police agencies may charge you directly or via Bell for attendance on alarms deemed false. Bell has no bearing on the false alarm charges imposed by police agencies. It is your responsibility to pay for any false alarm fee invoices. Past due invoices may result in dispatch suspension by the police agency and/or Bell.

Policy Changes

The information in this Schedule “A” is based on Bell’s policies and is not contractual in nature. Bell reserves the right to change its policies and the information in this Schedule “A” from time to time without notice.