

BELL ALIANT SMART HOME TERMS OF SERVICE

Your service agreement and these terms of service, along with any amendments, all taken together form the entire agreement (“**Agreement**”) between you and Bell Aliant. You should read the Agreement carefully. It imposes obligations on you with respect to subscribing to, using, and cancelling Bell Aliant Smart Home security services.

- 1. Definitions.** “**Service**” or “**Services**” means the home monitoring services either monitored by Bell Aliant or self-monitored, and any other services that you subscribe to or purchase from or through Bell Aliant under this Agreement; “**Equipment**” means any device, equipment, or hardware provided by or purchased from or through us under this Agreement; “**including**” means “including without limitation”; “**Self-Monitoring**” or “**Self-Monitored**” means Equipment and Services that do not include monitoring by Bell Aliant; “**System**” means the home and alarm system and any other functions and applications made up of the Equipment and Services together, whether monitored by Bell Aliant or Self-Monitored; “**Bell Aliant**” or “**we**” includes Bell Canada (of which Bell Aliant is a division) and its respective subsidiaries, affiliates, partners, licensors, contractors, vendors, dealers, representatives, suppliers, service providers, agents, and assigns (and our and their respective employees, contractors, subcontractors, officers, directors, shareholders, and representatives). “**Customer**” or “**you**” includes the person accepting this Agreement and any other person using the Service or having access to any Equipment or software of either the Customer or Bell Aliant with the implied or express permission of the Customer.

SUBSCRIBING TO, PAYING FOR, AND CANCELING SERVICE

- 2. Billing and payment.** Bell Aliant will invoice you monthly, in arrears. You must pay all fees due, whether recurring or one-time charges, and taxes within 30 days of Bell Aliant's bill date. 3.25% interest per month (46.8% per annum) will apply to any outstanding balance, calculated and compounded monthly from the bill date. A fee of \$25.00 will be charged for any cheque or preauthorized payment returned due to non-sufficient funds. Bell Aliant reserves the right to assign any claim and use a third party agency for purpose of collection. Bell Aliant may bill you for fees and applicable taxes up to 12 months after the date they were incurred.
- 3. Billing errors.** If you question or dispute any fees on your bill, you must do so within 90 days of the bill date, otherwise you accept all fees. Bell Aliant will issue a refund for any verified billing error within 30 days of you identifying the error.
- 4. Unused credit balances.** For balances equal to or above \$10 and under \$500 on your final bill, Bell Aliant will mail a cheque to your preferred mailing address within 90 days of the date of that bill. For balances not refunded in this manner, you must contact Bell Aliant to request that we mail a cheque to your preferred mailing address.
- 5. Additional costs.** Additional costs such as electric current through the Customer's meter or Customer directed correction or relocation shall be borne by the Customer. If a service call is required to restore Service that has been terminated for non-payment, a service restoration charge will apply.
- 6. Term.** Unless you and Bell Aliant agree to no set period, the initial term of this Agreement (“**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 (“**Activation Date**”). At the end of the Initial Term, Bell Aliant will

continue to provide the Services to you without a set period, at Bell Aliant's then-applicable rates, unless you cancel the Services. Where required by law, between 30 and 60 days before the end of the Initial Term (60 and 90 days in Newfoundland and Labrador), Bell Aliant will give you written notice stating the date the Initial Term will expire, and confirming that the Agreement will automatically be extended on the basis described below (the "**Expiration Notice**"), unless and until either you or Bell Aliant give notice to the other that the Agreement is terminated. Upon expiration of the Initial Term, or if the Expiration Notice is not provided, unless Bell Aliant or you have provided notice to the contrary, the Agreement will be extended without a set period, at Bell Aliant's then-applicable rates, until either Bell Aliant or you give notice to the other that the Agreement is terminated. If you cancel this Agreement before the end of the Initial Term, early termination fees may apply (see **Section 7**).

7. **Cancellation by you.** If you cancel this Agreement during the Initial Term or if Bell Aliant cancels your Service for cause under **Section 8 (a) or (b)**, the following early termination fees (plus applicable taxes) may apply:

- A. if no rebate on the sale price of Equipment was provided, the lesser of \$50 or 10% of the monthly fees for the remainder of the Initial Term;
- B. if a rebate on the sale price of Equipment was provided, the amount of the rebate multiplied by the number of complete months remaining in the Initial Term, divided by the total months in the Initial Term. This fee reflects that the customer received a rebate on the purchase of equipment at time of installation and is based on the fair market value of the equipment.

Early termination fees are not penalties but rather are an estimate of anticipated damages that Bell Aliant would likely suffer as a result of early termination. The early termination fee will be waived where the cancellation occurs within the first 30 days of Service.

8. **Cancellation by us.** Bell Aliant may terminate the Agreement if **(a)** you breach or fail to comply with any part of the Agreement and/or any applicable terms of service, including if you fail to pay any amount due; or **(b)** 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)** if Bell Aliant no longer has the technical ability to provide the Service; or **(d)** to the extent permitted by law, with a minimum of 30 days' notice to you (60 days' in Newfoundland and Labrador), including where Bell Aliant ceases to offer a service to which you subscribe.

9. **Changes to this Agreement.** Bell Aliant may change the Services, and any term or element of the Agreement, including the monthly rate, fees and charges. If required, Bell Aliant will give you notice of these changes in writing, at least 30 days before the effective date, using a reasonable method to bring it to your attention, such as by posting it on bellaliant.ca, by including it on or with your bill or by sending it to you by email. This notice will clearly identify the proposed change and the effective date. Also, as required by law, this notice will set out the new term, or amended term and the term as it read before. 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 Services or the Agreement. For customers in Newfoundland and Labrador, if the change increases your obligations or reduces ours, you may cancel the Agreement without penalty, by notifying Bell Aliant up to 30 days after the effective date.

USING THE SERVICES

- 10. Provision of Services.** Bell Aliant will provide the Customer with the Services at a personal residence in accordance with these terms of service. The Customer acknowledges and agrees that they must procure the Internet and/or telephone services required for the Service.
- 11. Customer service obligations.** Bell Aliant does not guarantee uninterrupted working of its Services or Equipment. See **Section 17** for more information regarding service interruptions.
- 12. Software.** Any software or other computer program provided to the Customer remains the property of Bell Aliant and/or its suppliers and may not be copied or modified in whole or in part. Bell Aliant may add or remove software, computer programs, documentation, and any other content made available in association with the Service without prior notice or liability to the Customer. You agree to Bell Aliant installing, modifying or removing Bell Aliant 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 Aliant 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. If, as part of installation, your System is connected to the Internet, you will ensure that your System remains connected to the Internet to enable installing, modifying or removing Bell Aliant or other software on your Equipment. If you do not keep your System connected to the Internet, you acknowledge that Bell Aliant may not be able to install, modify or remove Bell Aliant or other software on your Equipment that may be necessary for the continued operation, or optimal operation, of your System.
- 13. Consent to monitoring; compliance with laws; permits.** You 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 consent to us storing and copying that content on our systems in accordance with applicable privacy laws. You acknowledge that we may access and disclose stored audio, video clips, and still-photo images in response to a subpoena or a government request or order, and you 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 Bell Aliant 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.
- 14. 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 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.

- 15. Access; installation and removal of Equipment.** All Equipment must be installed and activated by Bell Aliant, unless Bell Aliant makes a self-installation option available. You authorize us 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 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 26 and 27**). The Equipment may have to be configured at your premises in certain ways or maintained in certain locations for the proper operation of the Service, and therefore, should not be moved, tampered with, or relocated. 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 Aliant on the set-up and use of the Equipment.
- 16. Ownership of Equipment.** You own and are responsible for the Equipment sold to you, which includes the Equipment for which Bell Aliant provided you a rebate on the sale price. All other Equipment remains our property (“**Our Equipment**”). Our Equipment may not be encumbered, loaned, leased, or sold. The Customer must take reasonable care of the Equipment used with the Services. Bell Aliant is not responsible for the Equipment once installed at the Customer’s premises or once the Equipment is otherwise in the Customer’s possession. The Customer is responsible for replacing any Equipment as a consequence of any loss, theft, destruction or damage.
- 17. Service interruptions.** Bell Aliant does not guarantee uninterrupted working of the Services or Equipment. 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 Aliant's discretion. Bell Aliant shall not be liable for any delays, interruptions or failure in performance of the Services caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include, but are not limited to “acts of God”, strikes, riots, floods, fires, failures caused by nonperformance of products, networks or services not provided by Bell Aliant, or any changes in the Services or system design by Customer or third parties. To the extent of their effect upon same, all obligations of Bell Aliant will be suspended during the period that such conditions persist.
- 18. Network outages.** The Service will not be available during network outages, including during planned hardware or software upgrades. Additionally, if there is a power outage which lasts so long that the battery backup attached to the Equipment at the Customer’s premises has been depleted, the Service will not be available. For clarity, an outage in the Service will also impact the Service’s ability to contact emergency services during the outage. The Customer acknowledges that the Service will not be available during interruption in applicable communications networks (including telephone service (if required), cellular,

Internet and, to the extent applicable, third party networks installed at your premises by other service providers).

19. Third party users. In addition to the limitations of liability which generally apply to the provision of the Service, Bell Aliant will not be liable to the Customer or any third party for any inability to use the Service as a result of the limitations described in these terms of service or the Customer's failure to comply with the requirements set out in these terms of service. This includes the inability to contact emergency services if the Service is unavailable. The Customer is responsible to inform all persons who may be present at the Customer's premises, including residents, guests, and other persons, of the limitations described in these terms of service.

WARRANTIES AND LIMITS ON BELL ALIANT'S LIABILITY

20. Limited Equipment warranty. Bell Aliant warrants to the Customer 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 year from the date of purchase of additional Equipment; or (B) if a term of no set period, so long as Services are provided, a period of one year from the date of purchase of 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. Under the above warranty, labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge. This is extended only to the original consumer of the System and may be enforced only by such person and only to the extent that they are in good standing with Bell Aliant.

This limited warranty does not cover any of the following conditions: **(a)** damage 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)** damage 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 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)** damage 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.

21. Repairs and maintenance. All repairs to the System that are not covered under the limited warranty in **Section 20** 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.**

22. 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 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 with, damage to or destruction of our equipment or facilities, relocation of the Equipment within your premises, and other causes. You acknowledge that the System may depend on communication networks and other conditions which may be 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 or available. We cannot and do not guarantee that you will receive notifications in any given time at all. Accordingly, Bell Aliant makes no representations or warranties that the access to and use of the Equipment and Services will be uninterrupted, error-free, or free from defects. Your use of the System is voluntary.

23. Equipment limitations. 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 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 third parties, and **(b)** you may be unable to control the devices using the other equipment or services. We assume no liability for delays in installation of the Equipment, however caused. The Customer will assume total responsibility and risk for the Customer's undertaking of any self-install option (including the replacement of batteries). The Customer will also assume total responsibility and risk for the Customer's deviation from any recommendations provided by Bell Aliant on the setup or design of the System.

24. DISCLAIMER OF WARRANTIES. Except for the limited warranty in Section 20, 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, Bell Aliant expressly disclaims all other representations, warranties and conditions, express and implied, statutory (including under sale of goods legislation, or otherwise), including any representations, warranties or conditions of merchantability, fitness for any particular purpose, suitability for any particular purpose, title and non-infringement.

25. NO INSURANCE PROVIDED. The System is designed as a deterrent and/or for informational purposes only and does not provide protection in lieu of insurance. You acknowledge that: (a) Bell Aliant 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, or any persons or 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 and property damage. We recommend that you obtain insurance policies to cover personal injury, property and economic 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 Bell Aliant.

26. LIMITATION OF LIABILITY. To the extent permitted by applicable law, in no event will Bell Aliant be liable to you or to any third party for any loss of profit or revenue, financial or economic loss, breach of privacy or security, property damage, personal injury, or death, or for any indirect, special, consequential, incidental, economic, punitive, or exemplary damages. In no event will Bell Aliant's 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 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 Bell Aliant's 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 Bell Aliant was negligent or grossly negligent or was advised of the possibility of the liability, loss, or damages.

27. SPECIFIC EXCLUSIONS. Without limiting the generality of Section 26 of this Agreement, in no event will Bell Aliant 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; 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 Aliant to the Equipment; acts or omissions of a telecommunications carrier, including Bell Canada, whose facilities, network 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, Private Guard Service (see Section 34) or designated contact persons, including any failure or refusal to respond or delay in responding to an alarm event; 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.

28. INDEMNIFICATION. This Agreement is intended only for your benefit. You will indemnify, defend (if requested by us) and release Bell Aliant from liability, and will reimburse Bell Aliant for any damages, losses, or expenses (including reasonable lawyers' fees and costs), incurred by Bell Aliant 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, 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 Bell Aliant for indemnification or reimbursement. You waive any rights that your insurance carrier or others claiming through you may have against Bell Aliant, 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 Bell Aliant.

APPLICABLE TO SERVICES AND EQUIPMENT THAT ARE SELF MONITORED

29. **Self-Monitoring.** If the System to which you have subscribed is Self-Monitored, you acknowledge that Bell Aliant 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 Aliant or any other third party will not contact or dispatch emergency responders to your premises in connection with any System notification, or emergency event.**
30. **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 ALIANT SMART HOME

31. **Monitoring and notification Services.** The Service includes monitoring of the alarm system. Bell Aliant will provide the Services to you commencing when the System is installed and operational and when the necessary communications connection is completed. If Bell Aliant receives an alarm from your premises at our monitoring station, we will notify the applicable emergency services, 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. 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 authorize any of your emergency contacts to act and give us instructions on your behalf. Bell Aliant may rely on those instructions, which may include instructions to cancel alarms or to refrain from notifying emergency services. You acknowledge that Bell Aliant 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 services. Bell Aliant may, in our sole discretion, attempt to first contact you or your premises to verify that a signal is not a false alarm. Bell Aliant may also, in our sole discretion, elect to notify emergency services before notifying you or your emergency contacts. If we have reason to believe, in our sole discretion, that no emergency condition exists, Bell Aliant may elect not to notify emergency services. In no event will Bell Aliant be liable to you if, in response to an alarm signal, we cannot reach you, any emergency contact designated by you, or emergency services; nor are we liable for lost or unheard messages. Please see “**Schedule A**” for more information about the monitoring and notification services. If a System supervisory or trouble signal registers at Bell Aliant’s monitoring center, Bell Aliant will attempt to notify you or your applicable emergency contact(s).
32. **System operation.** You are solely responsible for ensuring that your System is armed at all appropriate times. In addition to regular Equipment tests to be conducted by you, 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.

- 33. Transmission of alarm signals.** You acknowledge that the System may depend on communication networks to transmit alarm signals, including telephone service (if required), cellular, Internet, and other communications equipment installed at your premises, which may be out of our control. 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 Bell Aliant be liable for any loss or damages arising from the failure of any communication network.
- 34. Emergency responder limitations.** Emergency responders, including private security guard services contracted by us ("**Private Guard Service**") 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, Bell Aliant does not guarantee that any emergency responders, Private Guard Service, 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.

GENERAL

- 35. Privacy and personal information.** Your privacy is important to us. Bell Aliant protects your privacy in accordance with the Bell Privacy Policy located at bellaliant.ca/privacy, as amended over time. By entering into this Agreement, you agree that Bell Aliant may share your information with other Bell Canada companies and brands as they exist over time.
- 36. Third Party Service Providers.** We may contract the performance of all or any portion of the Services to certain third parties ("**Third Party Service Providers**"). We may transfer to the Third Party Service Providers relevant information about you, as we deem necessary or appropriate to facilitate providing the Services. The Third Party Service Providers may retain and use that information in accordance with applicable law and the Bell Privacy Policy. In such cases, however, your Personal Information may be subject to the legal jurisdiction of foreign countries. 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. The Third Party Service Providers and we will not be liable to you if you are unable to use Equipment or Services because you do not agree to those terms of use, which will be presented to you, as the case may be. You have no contractual relationship with, or rights as a third party beneficiary with respect to, any of the Third Party Service Providers and the protections afforded to us under this Agreement apply to each of the Third Party Service Providers.
- 37. Governing law.** This Agreement is governed exclusively by the laws of the province in which the Services are provided and any Canadian Federal laws which may apply.
- 38. 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. All references to currency are in the currency of the jurisdiction in which the Service is provided. Any matters not specifically addressed in this Agreement shall be determined according to the Bell Aliant Terms of Service (available at bellaliant.ca/terms).

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SCHEDULE “A”

MONITORING AND NOTIFICATION SERVICES INFORMATION

Emergency Contacts

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

- 1) Authority to request or cancel dispatch of emergency services or Private Guard Service (if applicable).
- 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, including removing themselves as a contact.

Bell Aliant will store each emergency contact's name and phone number to be called in the event of an alarm. You must assign a passcode to each emergency contact person. Your emergency contacts will also have the ability to change their own passcodes.

Call List

The call list consists of contact information that the emergency contacts 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 of emergency services or Private Guard Service (if applicable). However, they will not have the authority to make any changes to your account (except as set out above). In the event of an alarm, Bell Aliant will call the call list in the order it was provided to Bell Aliant, until either an emergency contact is reached or the full list has been called without success. Once an emergency 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 (including via two-way communication, if applicable). The passcode may be used to obtain information specific to the alarm activity and emergency contacts may be provided different access levels (for e.g. ability to put System or designated area on test), if requested/authorized by the account holder. However, only the account holder can use a passcode to obtain general account information or to make changes to the account (other than with respect to emergency contacts modifying/updating their own contact information, as described above). 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.

Bell Aliant Action Protocols

Provided you are not in default under your Agreement, then upon receipt of an alarm at the monitoring centre, Bell Aliant will endeavor to contact you or someone on your emergency contact call list. If Bell Aliant attempts to contact you or your emergency contact call list but is unable to make contact, or if Bell Aliant is not satisfied with the nature of the response received upon such contact, Bell Aliant will make reasonable efforts to provide notification of the alarm promptly to one of the police, fire, other authority or Private Guard Service (if applicable and as appropriate) by telephone or other communication means. The appropriate party to notify shall be as determined by Bell Aliant, acting reasonably.

If carbon monoxide alarm service is provided under this Agreement, the Bell Aliant, on receipt of such an alarm, will first transmit the alarm promptly to the fire department and then endeavor to contact you or your emergency contact list.

Private Guard Service

Private Guard Service is only offered in select areas where the service is available. If you are subscribed to Private Guard Service, unless you instruct otherwise, Guards will only be dispatched in the event of a burglary alarm, after initial attempt to contact you or your premises and before attempting to reach your emergency contact call list. . Guard response times are not guaranteed; however, Bell Aliant 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 Private Guard Service, you or your emergency contacts will have the option to upgrade to police dispatch at the time of dispatch.

Police Registration

Some police agencies require you to register with them and obtain a permit for a dispatch. Bell Aliant 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 Aliant, if required. Failure to provide Bell Aliant 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 Aliant for attendance on alarms deemed false. Bell Aliant 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 Aliant.

Policy Changes

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