

Bell Security and Automation Terms of Service

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; “**including**” means “including without limitation”; “**Service**” or “**Services**” means the monitoring services, whether 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 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, solidary, the Subscriber(s) identified on the first page of this Agreement.

2. TERM

The initial term of this Agreement (“**Initial Term**”) is **36** months (**3** years) commencing on the date of the activation of the Services or installation of the Equipment, whichever is earlier (“**Activation Date**”). This Agreement will automatically renew without a fixed term subject to the then current terms and conditions and pricing. If you cancel this Agreement before the end of the Initial Term, early termination fees may apply (see **Section 7**).

3. BILLING AND PAYMENT

If we do not receive payment of an amount due on your account by the specified payment date, it will be considered past due. 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 the charges. For past due amounts, we may charge interest at **1.5%** per month compounded monthly (**19.56%** per annum). 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. DEPOSIT

In certain circumstances, we may ask you pay a deposit in order to provide you the Services. This deposit may be applied to any outstanding balance on your account. Upon the end of this Agreement and provided no amount remains unpaid, we will return to you the deposit within **30** days, plus any interest, as per applicable legislation.

6. CHANGES TO THIS AGREEMENT

Bell may change the Services, and any term of this Agreement, including the charges. If required, Bell 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 bell.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 the change increases your obligations or reduces ours, you may cancel this Agreement without penalty, by notifying Bell up to 30 days after the effective date. If you want to refuse the change, your remedy is to cancel the impacted Service or the Agreement (see **Section 7**). You may not make any changes to these terms of service. However, depending on the Service you subscribe to and your plan details, you may be able to add or remove certain Services or features. You will need to check your plan details to see if additional fees may apply.

7. CANCELLATION BY YOU

If you cancel this Agreement during the Initial Term, the following early termination fees apply: **(a)** if no economic inducement was provided, the lesser of **\$50** or **10%** of the remaining fees payable for the Service to be rendered for the remainder of the Initial Term, plus applicable taxes; **(b)** if an economic inducement was provided, the amount of the economic inducement, less an amount equal to: the amount of the economic inducement multiplied by the number of months elapsed since the beginning of the Initial Term, divided by total number of months of the Initial Term. For the calculation of the early termination fees, the month started at the time of cancellation is deemed to be a month completely elapsed. In any event, you shall pay the Services already rendered.

8. CANCELLATION BY US

Bell may cancel this Agreement during the Initial Term: **(a)** on **30** days’ prior written notice to you, if you repeatedly fail to pay any charges past due; or **(b)** if you breach any other obligations under this Agreement, including, but not limited to, the payment of any amount due; or **(c)** immediately on written notice to you if you are verbally or physically abusive to us or any of our representatives or otherwise create a hostile or unsafe work environment. Bell may cancel this Agreement when there is no fixed term: **(a)** on **60** days’ prior written notice to you, if you are not in default of any obligation under this Agreement; or **(b)** on **30** days’ prior written notice to you, if you repeatedly fail to pay amount past due; or **(c)** If you breach any other obligations under this Agreement, including, but not limited to the payment of any amount due; or **(d)** immediately on written notice to you if you are verbally or physically abusive to us or any of our representatives or otherwise create a hostile or unsafe work environment. In any event, you shall pay the Services already rendered.

9. 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

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use of audio and video monitoring equipment. You will obtain consent from any persons present at your premises to those monitoring activities. 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.

10. 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, with notice to you, if you breach this provision.

11. 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 the Services and the Equipment. If you do not own the premises in which the Services and Equipment are installed, you must have obtained 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 have to make sure that there are 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 Service is cancelled, 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 your 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. 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.

12. OWNERSHIP OF EQUIPMENT

You own and are responsible for the Equipment sold to you, which include the Equipment for which Bell provided you an economic inducement. All other Equipment remains our property. You must take reasonable care of our Equipment and promptly return it to us upon cancellation of the Services to which the Equipment is related, as the case may be. You will cover the cost of return shipping of our Equipment. You are solely responsible for the cost of uninstalling or taking down the Equipment. Except for Equipment that we have agreed to sell you and that you have fully paid for, you must not sell, lease, mortgage, transfer, assign or encumber such Equipment or re-locate it without our knowledge and permission. In any event, you will not, and will not permit any person to, **(a)** reproduce, alter or tamper with the mobile identification numbers (MIN) assigned to the Equipment, or **(b)** without our prior written consent, possess any tools or equipment that may be used to reproduce, alter or tamper with mobile identification numbers (MIN), the whole for the duration of the Agreement. Except for Equipment that we have agreed to sell you and that you have fully paid for, if such Equipment is lost, stolen or damaged (reasonable wear and tear excepted) by your fault or sold, leased, mortgaged, transferred, assigned, encumbered, tampered with or not returned, you must pay us the Undiscounted Retail Value of such Equipment. You must immediately notify us if the Equipment is lost, stolen or destroyed.

13. 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)** 1 year from the date of purchase of additional Equipment; or **(b)** when this Agreement is extended, for a period of 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 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 third party 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; and/or **(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; and/or **(g)** problems caused by any alteration of your premises; **(h)** low or dead batteries; **(i)** any life safety detector devices (e.g., carbon monoxide (CO) and smoke detectors) not provided and installed by us, or **(j)** any other condition not caused by a defect in materials or workmanship.

14. REPAIRS AND MAINTENANCE

All repairs to the System that are not covered under the limited warranty in **Section 13** will be billed to you at the 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 responsible for the cost of uninstalling or taking down the Equipment. 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 we instruct. You must notify us immediately if you become aware of any malfunction. Some or all of the Equipment may be battery powered and will not operate if the batteries are low or dead. You are 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

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batteries in accordance with the Equipment manufacturers' specifications. At your request, we may, 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.

15. SYSTEM LIMITATIONS

We believe that the Equipment and Services provided to you are 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, 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. Your use of the System is voluntary.

16. EQUIPMENT LIMITATIONS

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 fully reliable and available. We cannot and do not guarantee that you will receive notifications in any given time. 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 or other Bell Parties, or third parties, and **(b)** you may be unable to control the devices using the other equipment or services.

17. SERVICE INTERRUPTIONS

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

18. NO INSURANCE PROVIDED

The System is designed as a deterrent only or for informational purposes. The System 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 and purchase price 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 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 your premises. 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.

19. LIMITATION OF LIABILITY

Bell Parties' total liability is limited to \$250 and the amount received by us for the Services provided during the 6-month period prior to the date of the first claim. This 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 this limit.

20. YOUR RESPONSIBILITY

You are responsible to: **(a)** insure your premises and its contents against personal injury and property loss and damage, and business losses; **(b)** to properly arm the alarm system and Equipment, to properly close doors, windows or other protected points, or to test and replace batteries as required; **(c)** to do anything you are required to do under this Agreement; **(d)** 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). We cannot be held responsible for acts or omissions by third parties or beyond our control such as: **(a)** telecommunications carrier whose facilities or equipment are used to provide the Services, or **(b)** any power failures, power surges, or variance or failure of third party transmission lines or equipment; **(c)** emergency responders or designated contact persons, including any failure or refusal to respond or delay in responding to an alarm event; **(d)** 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 your premises; or **(e)** false alarm assessments, taxes, fees or other charges imposed or authorized by any government body relating to the Equipment or Services; **(f)** 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; **(g)** misuse of the Equipment; malfunctions of equipment not provided or serviced by us; **(h)** changes to your 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; **(i)** delay in obtaining replacement parts from any manufacturer or supplier; delay in providing any goods or services; and, **(j)** 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. PRIVACY AND PERSONAL INFORMATION

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

22. 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

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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.

23. 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.

24. 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, "**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, which will be presented to you, as the case may be. 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.

APPLICABLE TO SERVICES AND EQUIPMENT THAT ARE SELF-MONITORED

25. SELF-MONITORING

If the System you have subscribed is Self-Monitored, you acknowledge that Bell or any 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 third party will not contact or dispatch emergency responders to your premises in connection with any System notification, or emergency event.

26. 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

27. MONITORING AND NOTIFICATION SERVICES

We will provide monitoring service to you, commencing when the System is installed and operational and when the necessary communications connection is completed. Depending on the type of signal received from your premises, we will respond in various ways, to initiate a proper response. As such and for you to better understand the nature of the services to be received by you, we refer you specifically to **Annex B** below (Bell Action Protocols). If we receive an alarm from your premises at our monitoring station, we will notify the applicable emergency responder(s), as we determine, 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 (see **Annex A**). 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 attempt to contact you to verify that a signal is not a false alarm. We may also elect to notify emergency responders before notifying your emergency contacts. If we have reason to believe that no emergency condition exists, we may elect not to notify emergency responders. We may not, despite our efforts, reach you or any emergency contact designated by you in response to an alarm signal. We will act in accordance with the steps above and **Annex B**.

28. SYSTEM OPERATION

You are 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.

29. 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.

30. 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,

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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.

31. 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

32. 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.

33. GOVERNING LAWS AND JURISDICTION

This Agreement is governed exclusively by the laws of the province of Québec and any Canadian federal laws that may apply. You submit to the jurisdiction of the courts of the province of Québec, Canada.

34. FRENCH LANGUAGE CLAUSE

This Agreement has been drawn up in the English language at your request. You acknowledge that you were given the option to conclude this Agreement in French, but that you have elected to conclude it in the English language. « *Vous reconnaissiez avoir explicitement demandé à Bell que ce contrat soit conclu en langue anglaise et que l'option vous a été donnée de conclure ce contrat en langue française.* »

35. 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.

ANNEX A (SUBSCRIBER CALL LIST)

The Subscriber acknowledges having read and understood **Annex B** of the Agreement, which deals with the concept of Call List and how Bell will react based on various situations and alarm signals received from your premises.

Priority Order	Full Name (Print)	Telephone (Primary)	Telephone (Secondary)
1		() - -	() - -
2		() - -	() - -
3		() - -	() - -
4		() - -	() - -
5		() - -	() - -

The Subscriber can communicate with Bell by phone at 1-800-267-2001, by email at customercare@bellcanada.com and via the Bell Access Portal by visiting www.bell.ca/smarthome in order to make any modification to the Contact List. The Subscriber acknowledges that any modification to the Contact List simply constitutes an update of the information held by Bell and does not affect in any way the obligations of the Subscriber under the Agreement. The modification of the call list does not constitute a modification to the Agreement.

ANNEX B (MONITORING AND NOTIFICATION SERVICES INFORMATION)

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 premises.
3. Authority to obtain any information on the account regarding the security system and alarm history.
4. Authority to modify/update their own contact information.

Call List

The call list consists of a list of contacts 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 automatically have the authority to make 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. 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 or a codeword to each contact. Your contacts will also have the ability to change their own passcode and codewords.

Codeword

The codeword may be used to cancel an alarm via two-way communication by a contact. Any person with the codeword will be able to cancel alarms, obtain any information regarding your account, and make any changes to your account when calling Bell. The codeword must be between 1 and 50 characters. It may consist of letters, numbers, or both. You should keep the codeword confidential, given the access control it provides.

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.

Bell Action Protocols

Bell's monitoring station protocols comply with ULC /UL provisions. The following table outlines the sequence of calls that will be made in the event that various types of alarms are triggered:

Signal Type	First Action	Second Action	Third Action	Fourth Action
Burglary	Two-way	Call Premise	Call List	Police / Guard Dispatch
Duress	Two-way	Police Dispatch	N/A	N/A
Fire/CO*	Two-way	Call Premise	Call List	Fire Dispatch
Medical	Two-way	Call Premise	Ambulance	Call List
Panic*	Two-way	Call Premise	Police / Guard Dispatch	Call List
Power Failure	Two-way	Call Premise	Call List	N/A
Waterbug / Low temp / Heat	Two-way	Call Premise	Call List	N/A

*Dispatch will be first action for Panic/Fire/CO signals received from commercial alarms.

For all burglary alarms, Bell will take immediate action in the sequence shown in the table above and dispatch will occur no later than five minutes from receipt of the alarm in the monitoring station. The only exception to this is in

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jurisdictions where Bell is required to attempt to call more of your contacts prior to dispatch. In the case of a confirmed emergency, Bell will contact emergency personnel right away.

***Accounts subscribed to guard dispatch will be automatically upgraded to police dispatch if Bell receives alarms from two or more unique protection areas.

Guard Response

Guard response is only offered in select areas where the service is available. Guards will be dispatched according 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 or Bell. **Familiarization Period**

Although optional, Bell recommends a **3-day (72-hour)** familiarization period when your system is first installed. The familiarization period allows you to become accustomed the alarm system and prevent any false alarms while you learn how to use the system correctly. Emergency services (police, medical, fire, guard) will not be dispatched during this time unless specifically requested by you.

ANNEX C
(CONSUMER PROTECTION ACT - SECTION 58)
STATEMENT OF CONSUMER CANCELLATION RIGHTS

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30 days. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is made, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the *Office de la protection du consommateur*.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return to you the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form printed below, or send the merchant written notice of cancellation. The form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, E-mail, fax and courier.

CANCELLATION FORM

ALARMFORCE INDUSTRIES INC.
A Bell Canada Company

675 Garyray Drive
Toronto (Ontario) M9L 1R2

Telephone : 1-800-267-2001
Fax : 1-416-445-9381
customercare@Bellcanada.com

TO BE FILLED BY THE CONSUMER

This _____ 20 (Date)

By virtue of section 59 of the *Consumer Protection Act*, I hereby cancel the contract bearing number _____ (contract number, if any) made on _____ 20 (date of contract) at _____ (address where the contract was signed by consumer).

Name of consumer / Subscriber(s) : _____

Telephone : (_____) _____

Fax : (_____) _____

Email : _____

Civic Address: _____

City : _____

Province : Québec

Postal Code: _____

SIGNATURE : _____