

# AccessSecure MONITORING TERMS OF SERVICE

In addition to the General Terms of Service, the following Security Monitoring Terms of Service (the "Security Monitoring Terms") apply to the provision of residential or commercial Security Monitoring Services and Security Equipment to you, and form part of your Agreement for Services.

## SECURITY MONITORING

### CONSENT TO SUBCONTRACTING AND ALARM.COM TERMS

You acknowledge that Access Communications Co-operative Ltd. may subcontract all or a portion of its obligations to provide Monitoring Services hereunder to another entity (the "Contractor"). By agreeing to these Security Monitoring Terms, you consent to such an arrangement.

In particular, Access Communications has entered into an arrangement with Alarm.com in connection with the SmartHome Monitoring Services, and accordingly you are required to review and accept the Alarm.com Terms attached as Schedule "A". By using or continuing to use the Monitoring Services you will be deemed to accept the Alarm.com Terms. Please ensure that you have reviewed the Alarm.com Terms carefully.

For the purposes of these Security Monitoring terms, "Contractor" refers to Alarm.com as well as any other subcontractor engaged by Access Communications from time to time.

### MONITORING SERVICES

Provided you are not in default hereunder, then upon receipt of an alarm signal from the System at the alarm signal monitoring centre operated by Access Communications or its Contractor (the "Monitoring Centre"), the Monitoring Centre will endeavor to contact the Premises by calling the telephone number at the Premises to verify the alarm. If the Monitoring Centre attempts to contact the Premises but is unable to do so, or if the Monitoring Centre is not satisfied with the nature of the response received upon such contact, the sole responsibility of the Monitoring Centre will be to make reasonable efforts to provide notification of the alarm promptly to one of the police, fire, other authority (the "municipal authorities") or private alarm response company (as appropriate) by telephone or other communication means, and to endeavor to notify promptly, or as soon as practicable, one of your authorized Keyholders (defined below) by telephone. The appropriate authority or other party to notify shall be as determined by the Monitoring Centre, acting reasonably, and shall be hereafter referred to as the "Authority".

If fire, holdup, panic button or carbon monoxide alarm service are part of the Monitoring Services provided to you, the Monitoring Centre will attempt to contact the premise but if no response is received or is not satisfied with the nature of the response received upon such contact, sole responsibility of the Monitoring Centre on receipt of such signal from your Premises will be to transmit the alarm promptly to the headquarters of the applicable Authority.

It is understood that if the Authority refuses to respond to the alarm, or if the Monitoring Centre has reason to believe that the Authority will refuse to respond to the alarm, the Monitoring Centre's sole responsibility is to endeavor to notify promptly, or as soon as practicable, a Keyholder by telephone.

The event response is subject to the applicable bylaws in the community that the system is installed.

The Monitoring Centre's obligations under this section cease once the Authority and/or the Keyholder (as applicable) have been notified by telephone or other communication means, or where the Monitoring Centre has made reasonable attempts at such notification but due to circumstances beyond the Monitoring Centre's reasonable control, notification was not made.

### COMMUNICATION FACILITIES

You acknowledge that you are aware that no alarm system can guarantee prevention of loss, that human error on the part of Access Communications or any municipal authorities contacted as part of the Monitoring Services (i.e. police, fire, or other authority) is always possible, and that an alarm signal may not be received if the transmission mode is cut, interfered with, or otherwise damaged or non-operational for any reason. Further, you acknowledge that we have no control over the maintenance or repair of communication facilities provided by third parties and that we shall not be liable for any loss, damage or personal injury to you or the Premises as a result of a failure or malfunction of these communication facilities. In particular:

- Digital Communicator – You understand that if a digital communicator is installed as part of the Monitoring Services provided to you, it uses standard telephone lines as the transmission mode of sending signals.
- Radio/Cellular/Internet – If connection to the Monitoring Centre is to be by any radio frequency, cellular method or internet transmission then you understand that due to the very nature of cellular, radio and internet transmissions that there may be times when the System is unable to secure, maintain or retransmit an alarm signal and, thus, the utilization of an additional communications means is recommended.

You authorize Access Communications to make requests for information, service, orders or equipment in any respect on your behalf to a telephone company or other entity providing facilities or services for transmission of signals required for the provision of the Monitoring Services.

Access Communications may terminate the Monitoring Services without notice if the System is destroyed or substantially destroyed or otherwise deemed to be inoperable, and/or if Access Communications is unable to secure or retain the connections or privileges necessary for the transmission of the signals, or if Access Communications loses access to its communication network and channels.

### SUBSCRIBER'S RESPONSIBILITIES

- a. Communication charges - You shall pay all charges for the use of telephone lines or other transmission media necessary or appropriate for the proper operation of the System and signaling transmission to the Monitoring Centre.
- b. Municipal charges - You shall pay all charges passed on to Access Communications by the applicable municipal authority in relation to services performed in response to an alarm signal relayed by the Monitoring Centre, as described above.
- c. Maintenance and Repairs - You shall do all things as may be reasonably necessary to ensure the adequate condition and/or functioning of the System on the Premises (including maintaining adequate electrical power, air conditioning, temperature, humidity levels, and a suitable operating environment for the System) and acknowledge that you are responsible for the insurance and maintenance of the System. We recommend that you contact the Monitoring Centre at 1-844-364-3400 or 1-902-468-3372 for the purpose of testing the operation of the System on a periodic basis. If, in Access Communications' sole and absolute opinion, the System in the Premises is not being maintained in an adequate condition of repair and function, Access Communications may suspend or terminate the Monitoring Services upon written notice to you.
- d. Access to Premises – You will provide Access Communications with access to the System and/or your Premises from time to time (upon reasonable notice to you) for the purposes of inspection, maintenance and any other purpose which is contemplated in these Security Monitoring Terms.
- e. Changes to Premises - Subscriber agrees to pay Access Communications the cost of all repairs, changes or additions to the System, made at your request or made necessary by renovations or alterations in the Premises, property or equipment. If additional components are added to the System, you shall pay Access Communications prevailing installation and service charges for such additional equipment.
- f. Termination - Upon termination of the Security Monitoring Terms for any reason, you shall promptly notify your insurer(s). Upon termination, Access Communications shall have the right to enter the Premises upon reasonable notice to you to reprogram your automatic dialing service so as to prevent the Monitoring Centre from receiving any further alarm signals. Failure to do so will result in ongoing charges for the Service which is your responsibility.

### KEYHOLDERS

Prior to the commencement of the Monitoring Services, you shall provide Access Communications with a Keyholder Schedule which will set out a list of the names and individual phone numbers of all persons who shall have the right to enter the Premises (together with passwords to authenticate their identity)

and who may be called upon for a key to enter your Premises (the "Keyholders"). This Keyholder Schedule may only be changed upon written notification to Access Communications. You are responsible for notifying Access Communications of any change in the keyholder information and ensuring the accuracy and completeness of the information provided. You agree to respond or to have your Keyholder respond, with keys, to the Premises, if his/her attendance is requested by Access Communications or the Contractor.

### FALSE ALARMS

You shall at all times carefully and properly set the System. You shall immediately notify Access Communications or the Monitoring Centre at 1-844-364-3400 or 1-902-468-3372 to report any claims of inadequacy and/or failure of the System, or upon accidentally causing an alarm signal to be transmitted or activating the alarm. You shall be liable for all false alarms originating from the System, for whatever reason, and shall assume the cost of and, if applicable, reimburse Access Communications and its Contractor for any fines or other charges imposed on you and/or Contractor by any third party including any municipality, government, police or fire department, government agency, private alarm company or public utility, as well as the cost of any services that Access Communications or the Contractor is obliged to render in connection therewith.

### INSURANCE

It is understood that:

- a. neither Access Communications nor any Contractor it retains to perform Monitoring Services hereunder is an insurer and insurance, if any, shall be your responsibility; and
- b. the amounts payable to Access Communications hereunder are based upon the value of the Monitoring Services and the scope of liability as herein set forth and are unrelated to the value of your property or property of others located in your Premises. The fees charged by Access Communications to you reflect the allocation of risk herein and the limited recourse to Access Communications and its Contractor as provided for in these Security Monitoring Terms. You agree to look exclusively to your insurer to recover for injury or damage in the event of any loss or injury and releases and waive all right of recovery against Access Communications and/or the Contractor arising by way of subrogation. You expressly waive any right to pursue Access Communications and/or the Contractor for any loss and agree to indemnify Access Communications and/or the Contractor in accordance with the indemnity provision herein in the event its insurer pursues Access Communications and/or the Contractor for any reason.

### SECURITY EQUIPMENT

In addition to the general Equipment terms above under the Access Communications General Terms of Service, as well as in the applicable AccessSecure Monitoring and Equipment Agreement, the following terms apply to the Security Equipment selected by you and provided by Access Communications.

### FEES, PAYMENTS AND REMEDIES

The applicable prices for the Security Equipment and the Monitoring Services are set out in the applicable AccessSecure Monitoring and Equipment Agreement and are payable by you in accordance with the process and options under the Invoicing, Payment and Credit Policy provisions of the Access Communications General Terms of Service. All installation charges, equipment purchase costs, taxes and other fees must be paid prior to the installation date.

Access Communications shall have the right, without any liability to you, to repossess the System, with or without notice and with or without judicial proceedings, if you default in any required payments as set out herein. Any damage to the Premises caused by repossession of the System by Access Communications pursuant to this provision shall be the responsibility of you, not Access Communications. You assume all risk of loss of, or damage to, the System following its delivery.

### INSTALLATION

- a. On the installation date agreed upon by you and Access Communications, you will make the Premises available without interruption for Access Communications to install the System.
- b. You authorize Access Communications to install the System at the Premises, including transmission boxes and wiring connections necessary to transmit signals from the Premises to the Monitoring Centre, and to make all necessary preparations such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and maintenance of the System. You agree to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring, and agree that Access Communications shall not be responsible for any such matters. Access Communications intends, generally, to conceal wiring in the finished areas of the Premises, however, there may be areas in which due to construction, decoration, or furnishing of the Premises, Access Communications determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. The System shall be located and used at the Premises and not elsewhere without the prior written consent of Access Communications. The Monitoring Services will not commence until the System has been installed and a connection to the Monitoring Centre established.
- c. You represent and warrant that you have, or will have, at the time of installation, appropriate and sufficient electrical outlets and telephone or internet connections as required for the proper operation of the System.
- d. You shall ensure that a working telephone or internet line is available at the Premises. If during installation of the System, the Access Communications installer discovers that a working telephone or internet line is not available at the Premises; Access Communications may terminate the Monitoring Services.
- e. You warrant to Access Communications that you (i) have requested the System for your own use and not for the benefit of any third party; (ii) own the Premises in which the System is being installed, or have received the necessary permission to have the System installed from the Premises' owner/landlord; (iii) have reasonable fire, theft and general liability insurance; and (iv) will inform yourself of the existence of and will comply with all laws, codes and regulations pertaining to the System and the Monitoring Services.
- f. Access Communications and its agents are authorized, but shall not be obligated, to make such inspections and tests of the System as from time to time Access Communications may deem necessary. It is mutually agreed that the work of installation, service, periodic inspections and tests shall only be performed between the hours of 8 o'clock a.m. and 5 o'clock p.m. exclusive of Saturdays, Sundays and Access Communications observed holidays.

### SAFETY

For commercial Monitoring Services in particular, Access Communications shall comply with your on-site safety requirements where applicable. Any protective clothing or special equipment required as a result of your requirements shall be provided by you at no cost to Access Communications. Access Communications reserves the right to refuse to commence or continue any work which in its opinion would have to be done in hazardous conditions. Access Communications shall not be responsible in any way to you for any refusal to work in or adjacent to hazardous conditions.

### CUSTOMER RELOCATION

If you are relocating to a new premises, you will have the following options with respect to the Monitoring Services and the Security Equipment:

- a. Move the Security Equipment (and the corresponding Monitoring Services) to your new premises. In such circumstances, you shall pay Access Communications prevailing installation and service charges for moving the Security Equipment and re-installing it at your new premises. It is your obligation to provide Access Communications with notice of the relocation a minimum of thirty (30) days prior to the effective date to allow Access Communications to make arrangements to move the Security Equipment and re-connect the Monitoring Services at your new premises.
- b. Assign your agreement for Monitoring Services and Security Equipment to the new occupant of the Premises. In such circumstances, you must first obtain the written consent of Access Communications and the new occupant to this assignment, as upon such assignment the new occupant will assume your rights and obligations under these Security Monitoring Terms. It is your obligation to ensure that the new occupant provides Access Communications with a completed Request for Assignment Form,

in order to provide notice of the assignment (and written consent of both the current occupant and the new occupant to Access Communications, a minimum of fifteen (15) days prior to the effective date to allow Access Communications to update its records accordingly. The Request for Assignment Form is available at [www.myaccess.ca](http://www.myaccess.ca).

#### WARRANTY FOR SYSTEM

- A. NEITHER ACCESS COMMUNICATIONS NOR CONTRACTOR WARRANTS THAT THE OPERATION OF THE SYSTEM WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN C. BELOW, ACCESS COMMUNICATIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY FROM ACCESS COMMUNICATIONS OR ANY CONTRACTOR IT RETAINS TO PERFORM MONITORING SERVICES THAT THE SYSTEM OR THE MONITORING SERVICE PROVIDED WILL DETECT, VIEW, AVERT OR PREVENT SECURITY ISSUES OR EMERGENCY OCCURRENCES (INCLUDING INTRUSION ONTO YOUR PREMISES OR OTHER EMERGENCY SUCH AS FIRE, CARBON MONOXIDE, WATER DAMAGE OR MEDICAL EMERGENCIES) OR THE CONSEQUENCES THEREFROM. YOU AGREE THAT YOUR USE OF THE MONITORING SERVICES AND SECURITY EQUIPMENT IS VOLUNTARY.
- B. YOU ACKNOWLEDGE THAT YOU ARE LEASING OR PURCHASING EACH ITEM OF EQUIPMENT BASED ON YOUR OWN JUDGMENT AND WITHOUT RELIANCE ON ACCESS COMMUNICATIONS.
- C. ACCESS COMMUNICATIONS WARRANTS THE PARTS CONTAINED IN THE SYSTEM AND THE WIRING OF THE SYSTEM AGAINST DEFECTIVE PARTS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION, AND WARRANTS ALL LABOUR PERFORMED UNDER THESE SECURITY MONITORING TERMS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION. THE WARRANTY EXCLUDES BATTERIES, ESTHETIC IMPROVEMENTS TO THE SYSTEM, ADDING PARTS TO EXISTING SYSTEM, MOVING, RELOCATING OR DISCONNECTING THE SYSTEM. ACCESS COMMUNICATIONS FURNISHES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SYSTEM AND THE INSTALLATION, MAINTENANCE OR REPAIR OF THE SYSTEM. UPON NOTIFICATION OF A DEFECT DURING THE WARRANTY PERIOD, ACCESS COMMUNICATIONS SHALL HAVE THE OPTION TO REPAIR OR REPLACE THE DEFECTIVE PARTS OF THE SYSTEM AS INSTALLED AT NO EXTRA COST EXCEPT IN THE CASE OF CARELESS USE OF THE SYSTEM BY YOU. IF ACCESS COMMUNICATIONS REMOVES ANY PART OF THE SYSTEM TO RESTORE THE SYSTEM TO GOOD WORKING ORDER, THE PARTS SO REMOVED BECOME THE PROPERTY OF ACCESS COMMUNICATIONS. THE REPLACEMENT PART SHALL BECOME PART OF THE SYSTEM. REPAIRS DURING THE WARRANTY PERIOD INCLUDE LABOUR, PARTS AND SUCH SERVICING AS MAY BE NECESSARY TO KEEP THE SYSTEM IN GOOD WORKING ORDER IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. WARRANTY REPAIRS PERFORMED DURING THE WARRANTY PERIOD WILL BE RENDERED FREE OF CHARGE DURING ACCESS COMMUNICATIONS' NORMAL WORKING HOURS ONLY (I.E. 8:00 A.M. TO 5:00 P.M., MONDAY TO FRIDAY, EXCLUDING ACCESS COMMUNICATIONS' OBSERVED HOLIDAYS). REPLACEMENT PARTS SHALL BE THE MANUFACTURER'S SUGGESTED REPLACEMENT COMPONENT FOR THE SYSTEM OR ITS FUNCTIONAL EQUIVALENT AND NEED NOT BE NEWLY MANUFACTURED BUT SHALL OPERATE AS IF IN NEW CONDITION. THE AFOREMENTIONED REPAIR OR REPLACEMENT SHALL BE YOUR SOLE EXCLUSIVE REMEDY.
- D. ACCESS COMMUNICATIONS SHALL HAVE NO OBLIGATION TO PERFORM WARRANTY MAINTENANCE OR REPAIRS REQUIRED DUE TO, RESULTING FROM, OR IN ANY WAY RELATED TO:
- I. ACCIDENTS, ACTS OF GOD, ABUSE, MISUSE OR INSTALLATION, REARRANGEMENT, RELOCATION, ALTERATION OR MAINTENANCE OF THE SYSTEM BY A PARTY OTHER THAN ACCESS COMMUNICATIONS, OR THE ATTACHMENT, INTERCONNECTION OR USE OF THE SYSTEM WITH ACCESSORIES, OR SERVICES NOT PROVIDED OR MAINTAINED BY ACCESS COMMUNICATIONS, OR DUE TO ANY CAUSE THAT IS EXTERNAL TO THE SYSTEM, OR DUE TO FAILURE ON YOUR PART TO CONTINUOUSLY MAINTAIN ADEQUATE ELECTRICAL POWER, AIR CONDITIONING, TEMPERATURE, HUMIDITY LEVELS, OR A SUITABLE OPERATING ENVIRONMENT FOR THE SYSTEM, OR DUE TO ANY CHANGES IN SPECIFICATIONS FOR THE SYSTEM, OR DUE TO ANY PROBLEMS REQUIRING SOFTWARE MODIFICATIONS, PROGRAMMING SUPPORT OR NEW SOFTWARE; OR
- II. YOUR FAILURE TO PROPERLY CLOSE OR SECURE A DOOR, WINDOW OR OTHER POINT PROTECTED BY THE SYSTEM; OR
- III. YOUR FAILURE TO PROPERLY FOLLOW OPERATING INSTRUCTIONS PROVIDED BY ACCESS COMMUNICATIONS; OR
- IV. COMMUNICATIONS FAILURES; OR
- V. TROUBLE DUE TO A POWER INTERRUPTION.
- FURTHER, ACCESS COMMUNICATIONS SHALL HAVE NO OBLIGATION TO PERFORM WARRANTY MAINTENANCE OR REPAIRS IF YOU ARE UNABLE TO PROVIDE ACCESS COMMUNICATIONS OBSTACLE-FREE ACCESS TO THE SYSTEM, HAVE REMOVED THE SYSTEM FROM THE PREMISES FOR ANY REASON, IF ANY SYSTEM LABELS OF THE MANUFACTURER, ANY AUTHORITY HAVING JURISDICTION, OR OF ACCESS COMMUNICATIONS HAVE BEEN REMOVED, ALTERED, DEFACED, TAMPERED WITH OR ARE MISSING, OR IF ANY PAYMENTS REQUIRED TO BE MADE BY YOU TO ACCESS COMMUNICATIONS ARE IN ARREARS.
- E. SHOULD YOU REQUEST, AND ACCESS COMMUNICATIONS AGREE, TO PERFORM MAINTENANCE OR REPAIRS IN ANY OF THE CIRCUMSTANCES DESCRIBED IN D., SUBSCRIBER AGREES TO PAY ACCESS COMMUNICATIONS' PREVAILING CHARGES FOR LABOUR AND PARTS AS WELL AS ANY OTHER CHARGES NECESSARY TO BRING THE SYSTEM UP TO ACCEPTABLE STANDARDS IN ORDER THAT MAINTENANCE HEREUNDER MAY CONTINUE. ACCESS COMMUNICATIONS SHALL BE THE SOLE JUDGE AS TO WHAT CORRECTIVE OR OTHER REPAIRS ARE REQUIRED IN SUCH CIRCUMSTANCES. ACCESS COMMUNICATIONS SHALL NOT BE OBLIGED TO PROVIDE A TEMPORARY REPLACEMENT SYSTEM DURING THE PERFORMANCE OF ANY MAINTENANCE OR REPAIRS. IT IS UNDERSTOOD THAT AFTER THE WARRANTY PERIOD, ACCESS COMMUNICATIONS WILL CHARGE ITS APPLICABLE CURRENT RATE FOR ALL PARTS WHICH HAVE BEEN REPLACED AND FOR THE CORRESPONDING INSTALLATION AND/OR MAINTENANCE SERVICES.
- F. EXTENDED WARRANTY CAN BE PURCHASED BY YOU. THE COSTS OF REPAIR OR REPLACEMENT OF THE SYSTEM OR EQUIPMENT FOR ALL NON-WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF YOU AND YOU AGREE TO PAY ALL REASONABLE CHARGES FOR SUCH SERVICE. YOU WILL IMMEDIATELY NOTIFY ACCESS COMMUNICATIONS OF ANY DEFECT OR FAILURE IN THE OPERATION OR FUNCTIONING OF THE SYSTEM OR EQUIPMENT. YOU MAY OBTAIN SERVICE BY CONTACTING US. ACCESS COMMUNICATIONS WILL, AS PROMPTLY AS COMMERCIALY REASONABLY PRACTICAL DURING NORMAL BUSINESS HOURS, ARRANGE TO PROVIDE WARRANTY AND MAINTENANCE SERVICE AND TO REPAIR OR REPLACE THE SYSTEM OR EQUIPMENT. WHERE EXTENDED WARRANTY (RESIDENTIAL OR COMMERCIAL) IS PURCHASED BY YOU AND AGREED TO BY ACCESS COMMUNICATIONS, SUCH MAINTENANCE SHALL NOT COVER: (i) ANY DEFECT IN OR FAILURE OF THE SYSTEM OR EQUIPMENT DUE TO YOUR NEGLIGENCE, MISUSE OR ABUSE OF THE SYSTEM OR EQUIPMENT; (ii) ACTS OF GOD OR THIRD PARTIES; (iii) EQUIPMENT AND SERVICE AS IS REQUIRED BY THE CHANGE, RENOVATION, OR UPGRADE TO THE PREMISES, OR CHANGE TO THE USE OR OCCUPANCY OF THE PREMISES; (iv) REPLACEMENT OF BATTERIES; OR (v) UPGRADE TO NEW SYSTEM OR EQUIPMENT AS MAY BE REQUESTED BY THE CUSTOMER. ACCESS COMMUNICATIONS WILL NOT PAY FOR FALSE ALARM FINES DUE TO ANY OF THE ABOVE EXTENDED WARRANTY OF VIDEO MONITORING SERVICES INCLUDING CAMERAS. ACCESS COMMUNICATIONS' SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER ACCESS COMMUNICATIONS' EXTENDED WARRANTY, IS REPAIR OR REPLACEMENT OF SYSTEM OR EQUIPMENT ONLY AS PROVIDED ABOVE.
- G. THIS WARRANTY IS NOT TRANSFERABLE.

#### LIMITATION OF LIABILITY

NEITHER ACCESS COMMUNICATIONS NOR CONTRACTOR SHALL BE LIABLE TO YOU OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER YOU FOR ANY LOSS, DEMAND, CLAIM, DAMAGE OR INJURY WHATSOEVER, NOR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, PUNITIVE OR OTHER DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE UNEXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS), ARISING DIRECTLY OR INDIRECTLY FROM THE MONITORING SERVICES BEING PROVIDED UNDER THESE SECURITY MONITORING TERMS, YOUR USE OR INTENDED USE OF THE MONITORING SERVICES, OR THESE SECURITY MONITORING TERMS. THE FOREGOING SHALL APPLY EVEN IF ACCESS COMMUNICATIONS OR ITS CONTRACTOR HAD BEEN ADVISED, HAD KNOWLEDGE OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH LOSS, DEMAND, CLAIM OR DAMAGE, AND REGARDLESS OF WHETHER THE CAUSE OF ACTION AROSE FROM BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE), NEGLIGENCE OR ANY OTHER CAUSE OF ACTION IN LAW OR EQUITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOREGOING LIMITATION OF LIABILITY

INCLUDES BUT IS NOT LIMITED TO LOSSES, DEMANDS, CLAIMS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM:

- I. SECURITY ISSUES OR EMERGENCY OCCURRENCES (INCLUDING INTRUSION ONTO YOUR PREMISES OR OTHER EMERGENCY SUCH AS FIRE, CARBON MONOXIDE, WATER DAMAGE OR MEDICAL EMERGENCIES), OR CONSEQUENCES THEREFROM;
- II. DEFECTS OR DEFICIENCIES IN THE MONITORING SERVICES OR THE SYSTEM PROVIDED HEREUNDER;
- III. ANY DELAY IN RESPONSE OR NON-RESPONSE OF ANY AUTHORITY OR PERSONS (INCLUDING THOSE SET FORTH IN THE KEYHOLDER SCHEDULE);
- IV. ANY FAILURE OF CONTRACTOR OR ACCESS COMMUNICATIONS TO NOTIFY ANY KEYHOLDER OR AUTHORITY WHERE SUCH PARTY IS UNABLE TO DO SO BY REASON OR CAUSES BEYOND THE CONTROL OF CONTRACTOR OR ACCESS COMMUNICATIONS;
- V. YOUR PURCHASE, USE OR INTENDED USE OF THE SYSTEM OR MONITORING SERVICE WHETHER FORESEEABLE OR UNFORESEEABLE;
- VI. CONTRACTOR OR ACCESS COMMUNICATIONS FOLLOWING THE INSTRUCTIONS PROVIDED BY YOU OF THE STEPS TO TAKE IN THE EVENT OF AN ALARM SIGNAL; OR
- VII. INACCURATE OR OUTDATED SUBSCRIBER INFORMATION. IF, NOTWITHSTANDING THE FOREGOING, ACCESS COMMUNICATIONS AND/OR CONTRACTOR SHOULD BE FOUND LIABLE TO YOU, ITS AND THEIR LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE COST PAID BY THE SUBSCRIBER TO ACCESS COMMUNICATIONS FOR THE MONITORING SERVICES HEREUNDER OVER THE LAST 12 MONTH PERIOD, WHICH SHALL BE THE AGREED UPON DAMAGES AND SHALL BE YOUR EXCLUSIVE REMEDY, AND YOU SHALL INDEMNIFY AND SAVE ACCESS COMMUNICATIONS AND CONTRACTOR HARMLESS AGAINST ANY CLAIMS IN EXCESS OF THIS AMOUNT.

#### DELAYS/FORCE MAJEURE

NEITHER ACCESS COMMUNICATIONS NOR THE CONTRACTOR ASSUME LIABILITY FOR INTERRUPTIONS OR DELAYS IN THE MONITORING SERVICES PROVIDED HEREUNDER OR THE FAILURE TO PROVIDE MONITORING SERVICES WHERE SUCH INTERRUPTION, DELAY OR FAILURE WAS DIRECTLY OR INDIRECTLY CAUSED BY STRIKE, RIOT, FLOOD, FIRE, ACTS OF GOD, ANY ACTS (OR FAILURE TO ACT) OF ANY GOVERNMENTAL AUTHORITY, SEVERE WEATHER CONDITIONS OR ANY OTHER CAUSES BEYOND THEIR RESPECTIVE CONTROL, WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING WITHOUT LIMITATION, THE INTERRUPTION OR BREAKDOWN OF THE SYSTEM, EQUIPMENT OR TELEPHONE SERVICES OR INTERNET SERVICES, WHETHER WITHIN YOUR PREMISES, AT THE MONITORING CENTRE OR ON THE WIRES BETWEEN (I) YOUR PREMISES AND THE MONITORING CENTRE OR (II) THE MONITORING CENTRE AND ANY AUTHORITY. ACCESS COMMUNICATIONS AND ITS CONTRACTOR SHALL NOT BE REQUIRED TO SUPPLY MONITORING OR OTHER SERVICE TO YOU WHILE ANY OF THE ABOVE CONDITIONS EXIST AND SHALL NOT BE LIABLE TO YOU FOR LOSSES OF ANY KIND DURING SUCH PERIOD OF INTERRUPTION OR DELAY OF SERVICE, OR FAILURE TO PROVIDE SERVICE.

#### CONSENT TO THE DISCLOSURE AND USE OF PERSONAL INFORMATION

You consent to the disclosure by Access Communications to the Contractor of any and all information in the possession of the Access Communications required for the provision of the Monitoring Services including, without limitation, information about:

- a. you (including, but not limited to, name, address and phone number);
- b. the alarm system selected by you and provided by Access Communications and any subsequent upgrades or changes (the "System");
- c. the premises in which the System is installed (the "Premises"), and d. any and all other information that may reasonably be required by the Contractor to provide the Monitoring Service such as Keyholder schedules, special instructions, etc.

You also consent to the use by the Contractor of all such information for the purpose of providing Monitoring Services. For greater certainty, all uses and disclosures of your personal information by Access Communications (including disclosure to any Contractor) will be in accordance with its privacy policy available at [www.myaccess.ca](http://www.myaccess.ca) and applicable privacy laws.

#### YOUR PRIVACY OBLIGATIONS

It is your responsibility to ensure that your use of the Monitoring Services is compliant with all applicable privacy laws. This is especially important where the Monitoring Services will be used on commercial premises, and we recommend ensuring that appropriate notices regarding video monitoring be put in place prior to commencement of video monitoring. For greater certainty, any breach of applicable privacy laws corresponding to your use of the Monitoring Services will be a breach of your privacy obligations and Access Communications shall have no corresponding responsibility or liability.

#### RETENTION OF VIDEO

Where you have subscribed to video monitoring as part of your Monitoring Services, you acknowledge and agree that such video recordings will be temporarily retained by Access Communications as set out in its privacy policy. However, you acknowledge and agree that Access Communications may destroy such video recordings prior to the date of termination of the Monitoring Services in accordance with its privacy policy and standard business practices. Access Communications will make any then-retained video recordings available to you upon request, and you acknowledge that Access Communications may charge you a reasonable administration cost to provide you with copies of video recordings. You also agree that in the event that Access Communications is required by a law enforcement organization or by Court order to preserve and/or provide copies of recordings made on your Premises you consent to the release of such information by Access Communications. Access Communications will use reasonable efforts to provide you with notice of any such request to release information prior to disclosing the requested information. If the law enforcement agency or other third party authority requires copies of such video recordings, you acknowledge that Access Communications may charge you a reasonable administration cost to provide such copies.

#### INDEMNIFICATION

The fees charged by Access Communications to you reflect the allocation of risk herein and the limited recourse to Access Communications provided for in these Security Monitoring Terms. Accordingly, notwithstanding any other terms, conditions and covenants contained in these Security Monitoring Terms, you shall promptly indemnify and save harmless Access Communications, the Contractor, and each of their respective officers, directors, employees, agents and contractors, from and against all claims, suits, liability, losses, damages or expenses ("Claims") that may be made against Access Communications or its Contractor by any third party arising from or relating to these Security Monitoring Terms or the Security Equipment or Monitoring Services provided hereunder, including, but not limited to, Claims related to:

- A. failure of the Security Equipment or Monitoring Services;
- B. any injury to persons (including personal injury, bodily injury and death), any damage to, or loss of property, or any infringement of rights caused directly or indirectly by the breach of any covenant, term or condition of these Security Monitoring Terms by you; or
- C. any omission, wrongful, negligent, fraudulent or criminal act by you.