

Assured Living Terms and Conditions

The Services and limitations to the Services are described in the Terms & Conditions of this Customer Agreement. Please read them carefully.

1. **Data Collection & Privacy Policy.**

To provide the Service, including the installation, setup and ongoing service and support, the Service Providers and those third parties (including technology licensors) who provide services or technology to the Service Providers (the "Third Party Providers") will collect information detected by the Equipment, including location information, and may collect network and device-related information from the Equipment connected to the Care Recipient's home network. The Service Providers and the Third Party Providers collect and use such information to better serve and assist the Care Recipient and to maintain and improve the Equipment and the Service, as well as for other purposes as described more fully in the Service Providers' respective privacy policies or the privacy policies of their Third Party Providers. All such information will be used in accordance with the Service Providers' respective privacy policies, which can be accessed at www.bestbuy.com/privacy, or in accordance with the privacy policies of the Third Party Providers. For additional information about the Service Providers' privacy practices, please email privacymanager@bestbuycanada.ca.

2. **Disclaimer; Limited Liability; Subrogation Waiver.**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE.

ASSURED LIVING, AND THE SERVICES PROVIDED, INCLUDING THE MONITORING APPLICATION, DASHBOARD OR USE OF SENSORS ARE NOT MEDICAL OR HEALTH CARE ADVICE AND WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL DETECT, OR HELP PREVENT, ANY MEDICAL CONDITION. WE RECOMMEND SPEAKING TO YOUR HEALTH CARE PROVIDER FOR MEDICAL OR HEALTH CARE ADVICE, CARE AND TREATMENT.

THE SERVICE IS NOT AN ALARM SYSTEM, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ITS ABILITY TO DETECT OR PREVENT ANY BURGLARY, FIRE, HOLD-UP, OR ANY OTHER SIMILAR EVENT.

THE SERVICE PROVIDERS DO NOT MONITOR THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR MONITORING, INCLUDING REVIEWING INACTIVITY, ACTIVITY, ALERTS OR NOTIFICATIONS FROM THE SERVICE.

WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS OPERATE. THE SERVICE MAY NOT BE ABLE TO DETERMINE A CARE RECIPIENT'S LOCATION, MOVEMENT OR MOBILITY.

WE DO NOT WARRANT ANY WORK OR PRODUCTS PROVIDED BY US OR A THIRD PARTY AND USED IN CONNECTION WITH THE SERVICE.

WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, OR ANY LOSS OF BUSINESS, PROFITS, REVENUE, OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THE CUSTOMER AGREEMENT INCLUDING THESE TERMS AND CONDITIONS.

EVEN IF A COURT DECIDES THAT THE LIMITATION OF LIABILITY IS INVALID OR THAT OUR BREACH OF THESE TERMS AND CONDITIONS, OR A FAILURE OF THE SERVICE, OR OUR NEGLIGENCE, OR A FAILURE OF THE INSTALLATION, MONITORING OR REPAIR SERVICE CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO \$1,500.00, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR PRODUCT LIABILITY) IS USED TO DETERMINE LIABILITY FOR THE INJURY OR LOSS. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR INTENTIONAL MISCONDUCT, OR FRAUD.

YOU ACKNOWLEDGE YOU HAVE HAD THE OPPORTUNITY TO TALK TO US ABOUT THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE EXCLUSIONS HEREIN MAY NOT APPLY TO YOU. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO THE WORK, PRODUCTS OR SERVICES OF THE THIRD PARTY PROVIDERS AS WELL, AND SHALL APPLY TO THEM AND PROTECT THE THIRD PARTY PROVIDERS IN THE SAME MANNER AS THEY APPLY TO AND PROTECT THE SERVICE PROVIDERS.

3. Time Limits; Juries; Class Actions.

To the extent permitted by law, you agree that no lawsuit or any other legal proceeding connected with the Service or Equipment shall be brought or filed by you more than 24 months after the incident giving rise to the claim occurred. In addition, to the extent permitted by law, any such legal proceeding shall not be heard before a jury, and each party gives up any right to a jury trial.

4. Third Party Products.

The use of certain products or services of Third Party Providers in connection with the Service may be governed by such Third Party Provider's customer terms and conditions and not these

Terms and Conditions. The Care Recipient may be required to agree to such Third Party Provider's customer terms and conditions prior to accessing such products and/or services.

5. What's Included?

- (a) The Service includes the following services which are provided by Best Buy and for which Best Buy is responsible:
 - (i) Installation & Setup. Best Buy, or its Third Party Providers, for a fee, will set-up and/or install or arrange for the set-up or installation, as applicable, of all Equipment, assist with connecting the Service and Equipment to the Care Recipient's home network if needed, and assist you and the Care Recipient with the initial configuration and customization of the Service, including assisting with the initial set-up of the online dashboard, mobile application and, if applicable, the personal notification monitoring service, or the PERS pendant if applicable. You agree that (i) any modification or uninstallation of the Equipment by you or any other unauthorized person may result in the Service not functioning properly or ceasing to function, and (ii) you will be responsible for any costs incurred in connection with any damage to the Equipment except for those caused by defects in the Equipment or our installation. You agree that the terms and conditions for service of any Third Party Provider for installation, Equipment or Services may apply and that you agree to be bound by such terms,
 - (ii) Assured Living Notification Service. The Assured Living notification service includes sensor activity tracking, the ability to set sensor-based notifications, unexpected activity alerts (based on learned activity patterns), and the ability for you to monitor and control the Service via a mobile application and online dashboard. You acknowledge and agree that the Service Providers will not monitor any notifications or alerts and you are solely responsible for monitoring and responding to any notifications or alerts from the Assured Living Program,
 - (iii) Home Automation Service. The Assured Living home automation service includes everything in the Assured Living notification service plus other optional services which could include the ability to remotely control door locks, and see who is at the door, in each case via the online dashboard or the mobile application or a panel,
 - (iv) Technical Support. Best Buy or its Third Party Providers will provide technical support via phone at the number listed below to assist you in addressing connectivity and functionality of the Service and/or the Equipment. Call 1-866-697-4501 for technical support, and follow the designated prompts,
 - (v) Geek Squad Home Membership. Every participating member has access to Geek Squad Home Membership services, solely for the premises at which Best Buy installed the Equipment and set up the Service. The terms for Geek Squad Home Membership are incorporated into this Customer Agreement by reference, as set out at:

https://www.bestbuy.ca/projects/geeksquad/helptopic/terms/pdf/2018-03-02/GSHM_180304_EN.PDF .

- (vi) Repair. Best Buy or its Third Party Providers will repair or service any defective Equipment as follows:
 - (A) Repair / Replace. As long as the Service Providers are providing the Service as described in these Terms and Conditions, the Service Providers will repair and/or replace any defective Equipment without charge. The Service Providers can use new or used parts of the same functionality and keep all replaced parts. The forgoing does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the Equipment or the Service, or if someone other than the Service Providers attempt to repair, modify or change any Equipment, or any other reason except a defect in the Equipment or the Service Providers' installation.
 - (B) Testing of Equipment. The Equipment, once installed, is in the exclusive possession and control of the Care Recipient and it is yours or the Care Recipient's sole responsibility to test the operation of the Equipment and to notify the Service Providers if it needs repair or replacement.
 - (C) How to Get Service. Call us at 1-866-697-4501 and select the option for Best Buy. We will provide service as soon as possible during our normal business hours. A responsible adult of at least the age of majority must be at the premises at the time we visit.

6. What's Not Included?

The Service does not include, among other things, the following:

- (a) a burglar or fire alarm system,
- (b) services related to any devices other than the Equipment, including any hardware or software issues impacting such devices where Geek Squad cannot support and/or their ability to connect to the network (e.g., RF interference, conflicts among hardware or software, viruses or malware),
- (c) training or education other than that provided as part of the Assured Living Program or as part of Geek Squad Home Membership,
- (d) data backup or the recovery or installation of data, software, information, or other files stored on any device, other than as provided for Geek Squad Home Membership,
- (e) internet or telephone service to the Care Recipient's residence or services relating to resolution of issues arising from the internet service provider or carrier, including faulty hardware, internet availability, and speed to the Care Recipient's residence, or any home network, modem or router support,

- (f) services to certain rural or remote areas, or services outside of Canada.

7. Installation; Setup and Other In-Person Support.

- (a) Installation, set-up and other in-person support pertaining to the Equipment as described in this section is provided by Best Buy and is the responsibility of Best Buy
- (b) An adult of at least the age of majority must be present to authorize, review, and approve all work completed. You agree to permit the Service Providers or their Third Party Providers, to install the Equipment during the Service Providers' normal business hours, in such location(s) and such a manner as to fully comply with applicable provincial and federal laws and regulations, and to give the Service Providers uninterrupted access to the Care Recipient's premises. You have approved the locations where each piece of Equipment will be set-up / installed, which may replace your existing devices.
- (c) You will provide 110 volt electrical service. The Service Providers do not install, move, or alter outlets. The Service Providers are not responsible for cosmetic blemishes to walls or wall coverings arising from the installation of any devices.
- (d) The Service Providers require a safe working environment and reserve the right to refuse or reschedule service due to conditions the Service Providers deem dangerous or unsafe. If hazardous materials are encountered during installation, the Service Providers will cease work until you have, at your sole expense, obtained clearance from a licensed hazardous material contractor that continuation of work will not pose any danger to our personnel.
- (e) You confirm that the Service Providers have the right and are allowed to do the work you request at the Care Recipient's premises (e.g., you have obtained any necessary permission from a landlord or homeowner's association). You are responsible for complying with all laws and regulations applicable to the use of the Service by you, including any required permits and consents regarding audio or video recordings.
- (f) You acknowledge that installation of the Equipment may require access holes or other alterations to your home, including alterations to walls. You are solely responsible for any repairs to your home following installation or termination of the Service, such as filling holes or repainting.
- (g) You will maintain a Wi-Fi connection with connectivity and speeds of at least [2-mbps download/10mbps upload in your home where the Service will be provided. You acknowledge that an active Wi-Fi connection is required for the Equipment to operate. The Service Providers, and their Third Party Providers, are not responsible for any issues or failure of the Equipment related to an inactive or malfunctioning Wi-Fi connection.
- (h) If the Equipment includes any wireless devices, you will replace the batteries as needed. If you fail to replace the batteries, the Service will not work properly.

8. Limitations of Service.

WE SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND OUR CONTROL. WE RESERVE THE RIGHT TO REFRAIN FROM PROVIDING THE SERVICE, WHOLLY OR IN PART, ON THE BASIS THAT THE MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR THE CARE RECIPIENT'S TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THESE TERMS AND CONDITIONS, AS DETERMINED BY US. THE EQUIPMENT COMMUNICATES THROUGH THE INTERNET AND / OR CELLULAR OR RADIO SERVICES. YOU ACKNOWLEDGE THAT CERTAIN SIGNALS ARE TRANSMITTED OVER COMMUNICATIONS FACILITIES PROVIDED BY INDEPENDENT CARRIERS OR PROVIDERS, WHICH ARE WHOLLY BEYOND OUR CONTROL AND ARE MAINTAINED AND SERVICED, SOLELY BY THE APPLICABLE CARRIER OR PROVIDER. WE ARE NOT RESPONSIBLE FOR ACCESS TO THE INTERNET OR ANY INTERRUPTION OF SERVICE OR DOWN TIME CAUSED BY LOSS OF INTERNET SERVICE. WE ARE NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF ANY WIRELESS NETWORK SYSTEM. WE SHALL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURE OR EQUIPMENT FAILURE THAT PREVENTS TRANSMISSION SIGNALS FROM REACHING THE CENTER, OR ANY DAMAGES ARISING AS A RESULT THEREOF. THE SERVICE IS NOT AVAILABLE IN ALL AREAS. YOU ACKNOWLEDGE AND AGREE THE SERVICE MAY NOT FUNCTION IF YOU OR ANYONE ELSE UNINSTALLS ANY EQUIPMENT OR YOU OR ANYONE ELSE REINSTALLS ANY EQUIPMENT IN ANY PREMISES OTHER THAN THE PREMISES AT WHICH THE SERVICE PROVIDERS INSTALLED THE EQUIPMENT AND SET-UP THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU, THE CARE RECIPIENT OR ANYONE ELSE FOR ANY DAMAGES RELATING TO ANY SUCH REINSTALLATION.

9. Audio Recordings.

The Service may include one or more devices capable of recording audio and/or video. The recording of audio and video is subject to applicable federal, provincial and local laws which may require, for example, the Care Recipient to provide notice of audio and video recording. It is your responsibility to ensure your use of these devices complies with applicable law. You acknowledge and agree that it is your responsibility to comply with applicable federal, provincial, and local laws regarding the recording of audio and video.

10. Modifications to these Terms and Conditions.

We may change these Terms and Conditions from time to time. We will notify you in writing at least 30 calendar days prior the effective date of any such change. We reserve the right to modify the Service with or without notice to you. Your use of the Service constitutes your affirmative agreement to abide by and be bound by these Terms and Conditions, including any modifications.

11. NOT AN INSURER.

You agree that we are not an insurer of the Care Recipient's property or personal safety, or that of persons in or around the Care Recipient's premises. Insurance, if any, covering personal injury and property loss or damage on the Care Recipient's premises shall be obtained by you from a third party.

12. Third Parties; Subcontractors.

If anyone other than you (including your insurer) asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from:

- (a) our breach of the Customer Agreement, including these Terms and Conditions,
- (b) a failure of the Service,
- (c) our negligence,
- (d) any other improper or careless activity of ours in providing the Service, or
- (e) a claim for indemnification or contribution,

you will pay us:

- (i) any amount which a court orders us to pay or which we reasonably agree to pay; and
- (ii) the amount of our reasonable solicitor's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of the Service Providers' or a Third Party Provider's employees or subcontractors is in or about the Care Recipient's premises, and such harm or damages is solely caused by that employee or subcontractor.

You agree that no third-party beneficiary rights will be created by the Customer Agreement including these Terms and Conditions except in respect of terms related to Third Party Providers. You agree that the Service Providers are authorized and permitted to subcontract any Services to be provided by the Service Providers to Third Party Providers and that we shall not be liable for any loss, damage or injury sustained by you whatsoever caused by the negligence of such Third Party Providers. You acknowledge that to the extent permitted by law, these Terms and Conditions, and particularly those paragraphs relating to the Service Providers' or Third Party Providers' disclaimer of warranties, exemption from liability, limitation of liability and indemnification, benefit and are applicable to any assignees or subcontractors of the Service Providers.

13. Governing Law.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, excluding its conflict of law provisions. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

14. Entire Terms and Conditions; Assignment.

The Customer Agreement including these Terms and Conditions constitutes the entire agreement between you and us with respect to the Service and will prevail over any conflicting, additional, or other terms of any marketing material or other document or expression. Employees and agents of the Service Providers or the Third Party Providers have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify these Terms and Conditions, either orally or in writing.



You may not assign the Customer Agreement, including these Terms and Conditions or any rights hereunder without our written consent. We may freely assign the Customer Agreement, including these Terms and Conditions upon notice to you.