



by



**RESIDENTIAL SERVICES
CONTRACT (QC)**



5444CE07

GST NO. R121401939 ITINERANT MERCHANT NO. 118041 QST NO. R1012121926 RBQ NO. 3019-4070-50 Customer Account NO. _____

**APPENDIX “A” STATEMENT OF CONSUMER CANCELLATION RIGHTS
(Consumer Protection Act, Section 58)**

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 **(1)** 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 **(1)** 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 on the reverse, 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.

NOTICE CONCERNING THE LEGAL WARRANTY

The Consumer Protection Act provides a warranty on the goods you purchase or lease: they must be usable for normal use for a reasonable length of time.

(The merchant is required to read you the above text)

The Consumer Protection Act gives a warranty on all goods you purchase or lease from a merchant.

The goods must be usable:

- for the purposes for which they are ordinarily used (Section **37** of the Act) and
- in normal use for a reasonable length of time, which may vary according to the price paid, the terms of the contract and the conditions of use (Section **38** of the Act).

For more information on this legal warranty, go to the website of the Office de la protection du consommateur at www.opc.gouv.qc.ca.

SEE OVERLEAF

IMPORTANT TERMS AND CONDITIONS



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1. I ACKNOWLEDGE AND ACCEPT EACH OF THE FOLLOWING TERMS AND CONDITIONS: (A) THIS CONTRACT HAS SIX **(6)** PAGES. IN SIGNING THIS CONTRACT I ACKNOWLEDGE THAT I HAVE UNDERSTOOD AND ACCEPTED EACH OF THESE CLAUSES, INCLUDING BUT NOT LIMITED TO THESE TERMS AND CONDITIONS. (B) ADT IS NOT A SECURITY CONSULTANT AND CANNOT ADDRESS ALL MY POTENTIAL SECURITY NEEDS. (C) ADT HAS EXPLAINED TO ME THE FULL RANGE OF EQUIPMENT AND SERVICES THAT ADT CAN PROVIDE TO ME. ADDITIONAL EQUIPMENT AND SERVICES NOT LISTED IN THIS CONTRACT ARE AVAILABLE AND CAN BE ACQUIRED FROM ADT FOR ADDITIONAL FEES. I HAVE SELECTED AND PURCHASED ONLY THE EQUIPMENT ("INSTALLED EQUIPMENT") AND SERVICES ("SERVICES") INDICATED IN THIS CONTRACT. (D) NO ALARM SYSTEM CAN PROVIDE COMPLETE PROTECTION OR GUARANTEE PREVENTION OF INJURY OR LOSS. FIRES, FLOODS, BURGLARIES, ROBBERIES, AND OTHER INCIDENTS ARE UNFORESEEABLE AND CANNOT ALWAYS BE DETECTED OR PREVENTED BY AN ALARM SYSTEM. HUMAN ERROR IS ALWAYS POSSIBLE, AND POLICE AND FIRE DEPARTMENT RESPONSE TIME IS BEYOND ADT'S CONTROL. ADT MAY NOT RECEIVE ALARM SIGNALS IF TRANSMISSION OR POWER IS CUT FOR ANY REASON. (E) ADT RECOMMENDS THAT I MANUALLY TEST THE ALARM SYSTEM MONTHLY AND ANY TIME I CHANGE TELEPHONE SERVICE, BY CALLING **888.ADT.ASAP** OR BY LOGGING IN AT WWW.MYADT.CA.

2. PAYMENTS; TERM; TERMINATION; INVESTIGATIVE CONSUMER REPORT. In the event of a sale by an itinerant merchant, installation and other related costs must be paid within TEN **(10)** DAYS of my receiving a copy of this Contract. In all other cases, installation fees must be paid in advance. ADT's alarm monitoring and notification services will begin when the equipment is installed, operational, and communicating with ADT's Customer Monitoring Center ("CMC"). The initial term of this Contract is for that period indicated on page 1 (which shall be THREE **(3)** YEARS if none is indicated) ("Initial Term" or "Initial Contract Term"), and it is renewable at expiry for an undetermined period. I can prevent renewal by sending ADT written notice to that effect SIXTY **(60)** DAYS before the end of the Initial Term, in which case the Contract will terminate at the end of the Initial Term. Following the Initial Term, ADT may end the Contract at any time, SIXTY **(60)** DAYS after sending me written notice to that effect. ADT may also end this Contract in the event of my failure to comply with its terms and conditions. If I fail to make payments when they are due or comply with the terms and conditions of this Contract, ADT may, after sending me notice, cease providing alarm monitoring and notification services, terminate this Contract, and collect or disable all Installed Equipment. In such case, I will allow access to my home so ADT can collect or disable the Installed Equipment. ADT assumes no liability with regard to the cessation of its alarm monitoring and notification services or the collection or deactivation of the Installed Equipment. ADT is not required to redecorate or repair my home as a result of the collection or disabling of the Installed Equipment. ADT reserves the right to exercise any other legal remedies, including the right to bill me monthly for interest on unpaid amounts at the annual rate of TWELVE PERCENT **(12%)**. ADT may also notify one or more credit-reporting agencies of my situation if my account is past due for a period exceeding NINETY **(90)** DAYS. I authorize ADT to obtain a report on me (credit screening or credit report) from a credit-reporting agency at any time during the term of Contract.

3. **INCREASES IN CHARGES. After the Initial Term, ADT can increase the charge set out in this Contract by sending me, at least THIRTY (30) DAYS before the effective date of the increase, a written notice containing only the new rates, their effective date, and how I can object to the increase and terminate this Contract without cost, penalty, or termination fee by sending ADT notice to this effect at least THIRTY (30) DAYS following the effective date of the increase.**

4. ADDITIONAL CHARGES AND SET-OFF RIGHTS. I agree to pay for all alarm system installation/use permit fees; all fines, fees, or charges imposed directly or indirectly by third parties for false alarms; all telephone or signal transmission company charges; and all other assessments, costs, taxes (for example, GST or PST increases), or fees related to the alarm system and imposed by third parties. I agree to pay the service charges (at ADT's applicable rates, which can be obtained by calling **1 800-567-5675**) if an ADT representative responds to a service call or alarm at my home because I fail to follow the operating instructions; I have not properly locked or closed a window, door, or other protected point; or I have incorrectly adjusted the CCTV cameras, monitors, or accessories. If, at the end of this Contract, I owe money to ADT, ADT may deduct this amount from any refund that may be owed to me. In light of related administrative costs, if ADT owes me a credit of FIVE **(5)** DOLLARS or less at the end of this Contract, ADT will not be obligated to refund any amounts to me.

5. FULFILLMENT OF ADT'S OBLIGATIONS. (A) INSURANCE. I ACKNOWLEDGE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH ANY FORM OF INSURANCE. THE AMOUNTS THAT I PAY TO ADT DO NOT CONSTITUTE INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY IN MY HOME, OR ANY OTHER RISK OF LOSS AT MY HOME. THE AMOUNTS BILLED BY ADT ARE BASED SOLELY ON THE VALUE OF THE INSTALLED EQUIPMENT AND SERVICES. IF I WANT INSURANCE COVERAGE AGAINST THE RISK OF LOSS AT MY HOME, I MUST PURCHASE IT. IN THE EVENT OF LOSS, DAMAGE, OR INJURY, I WILL RELY SOLELY ON MY INSURER AND NOT ON ADT FOR MY COMPENSATION OR FOR THAT OF ANYONE ELSE. (B) NON-LIABILITY. ADT EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT FULLY ELIMINATE THE OCCURRENCE OF EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING BUT NOT LIMITED TO FIRES, FLOODS, BURGLARIES, AND ROBBERIES. ADT WILL DO ITS BEST TO PROVIDE CONTINUOUS SERVICE (AS OUTLINED IN THE CONTRACT) BUT CANNOT MAKE ANY REPRESENTATIONS, PROMISES, OR STATEMENTS CONCERNING THE RESULT TO BE ACHIEVED OR THE INFALLIBILITY OF THE EQUIPMENT OR SERVICES, OR THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR PREVENT ALL SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT IS NOT OBLIGATED TO PROVIDE THE POWER NEEDED FOR THE EQUIPMENT TO OPERATE. (C) EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM ADT'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO MY PROPERTY. IF, DESPITE THE PROVISIONS OF PARAGRAPH **(5)**, ADT IS HELD LIABLE FOR LOSSES, DAMAGES, OR INJURIES DUE TO THE FAILURE OF THE SERVICES OR EQUIPMENT PROVIDED, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO TEN PERCENT **(10%)** OF THE ANNUAL MONITORING CHARGES OR TWO HUNDRED FIFTY DOLLARS **(\$250)**, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY OR SANCTION. RATHER, IT IS MY SOLE REMEDY WITH REGARD TO LOSSES, DAMAGES, OR INJURIES. (D) APPLICATION. THE PROVISIONS OF PARAGRAPH **(5)** APPLY REGARDLESS OF HOW THE LOSSES, DAMAGES, OR OTHER CONSEQUENCES OCCURS, EVEN IF THEY ARE

DUE TO ABSOLUTE LIABILITY OR ANY OTHER THEORY OF LIABILITY. (E) INDEMNITY. IF ANY OTHER PARTY, INCLUDING MY SUBROGATED INSURER, INITIATES OR PURSUES LEGAL PROCEEDINGS AGAINST ADT IN ANY WAY RELATING TO THE INSTALLED EQUIPMENT OR SERVICES, I AGREE TO INDEMNIFY, DEFEND, AND HOLD ADT HARMLESS FROM ANY AND ALL LIABILITY CONCERNING SUCH PROCEEDINGS, INCLUDING THE PAYMENT OF DAMAGES, EXPENSES, COSTS, AND LEGAL FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES FROM PROCEEDINGS OR A CLAIM AGAINST ADT, REGARDLESS OF WHETHER ADT HAS BEEN HELD LIABLE OR INCURRED EXPENSES. (F) BENEFIT TO OTHERS. THE PROVISIONS OF PARAGRAPH 5 APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, AFFILIATES, APPROVED CONTRACTORS, DEALERS, SUBSIDIARIES, PARENT COMPANY (DIRECT OR INDIRECT), AFFINITY MARKETERS, AND OTHER PARTNERS. I understand that ADT will not under any circumstances be held liable for losses, costs, or damages that I may sustain or incur due to the refusal or lack of services from the police or fire department, security guards, or any other organization required to respond in the event of an alarm that is transmitted to them through ADT, including the suspension of emergency services due to consecutive false alarms. In the event of the suspension or cancellation of a response by the police or fire department, the parties agree that the Contract should remain in effect and that ADT should continue to provide the Services, and I agree to continue paying all service charges provided for under the Contract ("Recurring Service Charges" or "Service Charges") to ADT.

6. THIRD-PARTY LIMITATION. IF I PURCHASE ADT EQUIPMENT OR SERVICES THROUGH ANOTHER COMPANY OR PARTY, OR FROM ADT THROUGH A REFERRAL FROM ANOTHER COMPANY OR PARTY, I ACKNOWLEDGE THAT SUCH OTHER COMPANY OR PARTY HAS THE SAME RIGHTS AS ADT UNDER THIS CONTRACT, INCLUDING PARAGRAPH **(5)**.

7. OWNERSHIP. This Contract does not transfer the ownership rights for the Installed Equipment, and ADT reserves all ownership rights and titles to all Installed Equipment until the full payment of any amount owed. If I fail to pay any amount owed under this Contract, ADT has the right to remove the Installed Equipment, disable it, or leave it at the premises. If the Installed Equipment is disabled or removed by ADT, I understand that I will not be able to use the Installed Equipment for any purpose. I will grant ADT access so the Installed Equipment can be removed, if needed. ADT will have no obligation to repair or redecorate my home after removing the Installed Equipment. I agree to pay any unpaid amount that I owe, even if ADT removes the Installed Equipment. All lawn signs and window stickers provided to me by ADT will remain the property of ADT at all times and may be removed. If the equipment was installed previously and belongs to me, it will remain my property. ADT may try to connect the current previously installed alarm system to the CMC. Prior to connection, ADT has the right to inspect my system and my home to determine eligibility for extended limited warranty/quality service plan (QSP) coverage and may inform me of any replacement or repair costs required for the existing alarm system, devices, or connections. If I decline to pay the replacement or repair costs, ADT is not obligated to connect the existing alarm system and may terminate this Contract without liability to ADT. If the existing alarm system is connected to the CMC, ADT will not be held liable for the maintenance, operation, non-operation, activation, inactivation, or the erroneous activation of the existing alarm system, connections, or devices. Any repairs will be done on a time and material basis by ADT, subject to the availability of parts, except for repairs/replacements covered by the extended limited warranty/quality service plan (QSP) if such insurance coverage is purchased under this Contract.

8. INSTALLATION. In order for ADT to install and service the Installed Equipment, I acknowledge that: (A) I own the premises or have the authority to authorize ADT to install the Installed Equipment on the premises, and I have requested the Installed Equipment and services stated in this Contract for my own benefit and not for the benefit of a third party; (B) I will ensure that the premises are available without interruption during Normal Working Hours (as indicated in paragraph **(9)** below) and will keep the premises in safe, sanitary conditions suitable for work to be performed by ADT's representatives without endangering their health or safety; (C) Installation will require drilling into various types of walls and other parts of the home; (D) I will provide ADT with **110** AC outlets to power the Installed Equipment in the locations designated by ADT; (E) If needed, I will make arrangements for lifting and replacing rugs so ADT can install floor mats or wiring; (F) ADT may not be able to conceal all or part of the Installed Equipment or wiring; (G) I will comply with all laws and regulations, as well as all codes concerning the equipment and services covered in this Contract.

9. LIMITED WARRANTY. During the first NINETY **(90)** DAYS following installation, ADT will repair or, at its sole discretion, replace any defective parts of the Installed Equipment, including the wiring, and make required mechanical adjustments, at no cost to me. ADT will use new or functional parts for replacements. This limited warranty cannot be assigned to any other person. For support concerning this warranty, I can call ADT at **888.ADT.ASAP**. Service under this warranty will be provided only during ADT's Normal Working Hours of **8:00 a.m. to 4:30 p.m.**, Monday to Friday, except holidays and other such times that ADT may set ("Normal Working Hours").

10. ADDITIONAL WARRANTY/QUALITY SERVICE PLAN (QSP). **The Consumer Protection Act provides for a legal warranty. I acknowledge that the notice concerning that legal warranty has been read to me and that a copy of that notice has been given to me.** If I purchase the extended limited warranty called the Quality Service Plan (QSP), ADT will repair or, at its sole discretion, replace any part of the Installed Equipment that needs to be repaired or replaced because of ordinary wear and tear or malfunction, with the exception of batteries. ADT will use new or functioning parts for replacements. If I require service or parts that are not covered by the QSP (see paragraph **(11)** below), ADT may, after obtaining my consent, provide the parts or services at its current hourly rate plus the applicable fees associated with the Installed Equipment. QSP billing will begin on the date the alarm system is installed, functional, and connected to ADT's CMC and will continue for the term of this Contract. The QSP may be cancelled (a) by either of the parties NINE **(9)** MONTHS after the expiration of the limited warranty with prior written notice to the other party of at least THIRTY **(30)** DAYS, or (b) immediately and without further action, on cancellation of the Services. If I purchase the QSP after the initial installation date, the Installed Equipment must be in good condition when I purchase the QSP. To obtain services under the QSP, I can write to or call ADT's local service department at **1 800-567-5675**. It is understood that installation and repair work performed under the QSP for Installed Equipment will occur during Normal Working Hours. I cannot assign the QSP to a third party.

11. QSP WARRANTY/EXCLUSIONS. ADT performs warranty services only during Normal Working Hours. IF I ASK ADT TO PERFORM WARRANTY SERVICES OUTSIDE NORMAL WORKING HOURS, I



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MUST PAY FOR THE SERVICES AT ADT'S CURRENT RATES FOR PARTS AND LABOR. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP DO NOT APPLY IN THE FOLLOWING CASES: (A) damage resulting from accidents, theft, force majeure, natural disasters, labor disputes, war, terrorism, civil strife, power surge, alteration, or misuse; (B) I fail to securely close or lock a door, window, or any other point protected by an alarm device; (C) I fail to properly follow the instructions; (D) telephone line problems, use of a non-traditional phone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, Internet-based phone, cellphone, radio, etc.) or because of an electrical power interruption; (E) repairs needed to the window foil, security screens, exterior mounted devices, devices fitted outdoors (except outdoor cameras installed by ADT) or the PROM (Programmable Read Only Memory); (F) ordinary wear and tear or maintenance (except what is included in the QSP); (G) modifications to my home; or (H) alarm system modifications or damage caused by me or force majeure beyond ADT's control. ADT will not provide warranty services for devices that have not been installed by ADT. All warranties exclude battery replacement.

12. APPLICATION OF THE LIMITED WARRANTY AND QSP. WITH THE EXCEPTION OF THE LIMITED WARRANTY (ABOVE) AND, IF PURCHASED, THE QUALITY SERVICE PLAN AS EXPRESSLY PROVIDED UNDER THE CONTRACT, ADT OFFERS NO OTHER CONVENTIONAL WARRANTY. I acknowledge that the employees and representatives of ADT cannot alter or otherwise improve the terms of the limited warranty and/or QSP to benefit me. I acknowledge that ADT's obligations under the limited warranty and/or QSP concern only the Installed Equipment and that ADT is in no way obligated to service, repair, replace, or ensure the operation of any other device belonging to me or anyone else that was not installed by ADT. I undertake to provide the power needed for the operation of the Installed Equipment. After termination or expiration of the limited warranty or QSP, as the case may be, ADT will, at my request, repair or replace the parts for the equipment according to the rates and terms of ADT then in effect.

13. ALARM MONITORING AND NOTIFICATION SERVICE; SECURITY GUARD SERVICES. If I purchase service that includes response by police or fire department, guard, medical emergency notification, or two-way voice communication services and the CMC receives such an alarm, ADT may, at its sole discretion, attempt to contact me or someone on my emergency contact list to confirm that the alarm is not false. If ADT does not contact me or someone on my emergency contact list or if ADT questions the response it receives to such contact, ADT will then (A) attempt to notify the appropriate police or fire department or, (B) if a guard service is available and an alarm requires a police response, ADT will attempt to send a representative to the premises to perform an exterior check from their vehicle and, if there is evidence of a crime, ADT will attempt to notify the appropriate police department. If ADT provides alarm supervision or trouble alarm services (or if such services are actively programmed into the alarm system) and ADT's CMC receives an alarm, ADT will then try to notify my home or a representative I designate. ADT may use an automated calling system to deliver such notification. The person(s) identified on my emergency contact list are authorized to act on my behalf. I understand that the Installed Equipment that ADT provides may not work with other companies' monitoring equipment and that this may prevent me from using such equipment should I terminate my services. I understand that local laws, ordinances, or policies may restrict ADT's ability to provide the Services described in this Contract and may require modified or additional services with additional charges to me. I understand that ADT employs a number of industry-recognized measures to reduce the occurrence of false alarms. These measures include but are not limited to the implementation of default settings on alarm panels and CMC procedures to determine when and how to respond, insofar as possible, to certain alarm events. I understand that, when ADT receives an alarm signal, the police or fire departments or other authorized response services may forcibly enter my home. I understand that ADT will not arrest or detain a person for any reason. I acknowledge that the Installed Equipment, including outdoor cameras, is not to be used to monitor activity in or near a swimming pool or other body of water on the premises. The annual guard service charges entitle me to three calls to my home per year, after which each subsequent call will be billed to me at the ADT rate then in effect.

14. FAMILIARIZATION PERIOD. UNLESS I HAVE DECLINED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I ACKNOWLEDGE THAT, DURING A FAMILIARIZATION PERIOD OF FOURTEEN (14) DAYS OR A LONGER PERIOD IF REQUIRED BY LAW, FOLLOWING COMPLETION OF THE INSTALLATION AND THE CONNECTION TO THE CMC (AND DURING ANY APPLICABLE EXTENSIONS), ADT IS NOT OBLIGATED TO AND WILL NOT RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO ACKNOWLEDGE THAT DURING SUCH PERIOD ADT IS NOT OBLIGATED TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME, OR MY DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.

15. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE INSTALLED EQUIPMENT INCLUDES A SMOKE OR CARBON MONOXIDE DETECTOR, I ACKNOWLEDGE THAT THESE DETECTORS ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I ALONE DECIDED ON THE LOCATION AND NUMBER OF THESE DETECTORS, AND I ACKNOWLEDGE THAT ADT IS NOT RESPONSIBLE FOR DETERMINING THEIR COMPLIANCE WITH LAWS AND OTHER APPLICABLE STANDARDS. I understand that ADT's electrical smoke and carbon monoxide detectors, if installed in my home, are designed to be connected to an electrical power source, which I agree to provide. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND, AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN THE POWER SOURCE IS CUT; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR FULLY DISCHARGED; OR FIRE CUTS THE POWER BEFORE THE ALARM IS ACTIVATED, SOUNDS, AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I acknowledge that I must regularly check that the electrical power supply is in proper working order and/or the batteries are in good condition. I also acknowledge that I must regularly check that these detectors are in proper working order and replace them before the end of their useful lives.

16. BATTERY-OPERATED DEVICES AND WIRELESS DEVICES. I acknowledge that all battery-operated motion detectors, smoke detectors, door and window contacts, and other motion detectors installed under this Contract are not connected to my home's electrical system and require batteries to operate. THESE BATTERY-OPERATED MOTION DETECTORS WILL NOT WORK AND THE ALARM WILL NOT SOUND IF BATTERIES ARE LOW OR FULLY DISCHARGED. I am solely responsible for maintaining and replacing these batteries. ADT recommends regularly checking detectors for any dust or dirt buildup and testing them every week to ensure they are in good working order. ADT also recommends carefully reading the user guide and following all instructions and warnings that apply to any Installed Equipment. I understand that wireless devices, including but not limited to wireless motion detectors, door and window contacts, smoke detectors and other wireless devices installed by ADT will not communicate with the alarm system and THE ALARM SYSTEM WILL NOT FUNCTION IF WIRELESS COMMUNICATION FOR THE DEVICES IS IMPAIRED. THESE WIRELESS DEVICES MAY OR MAY NOT USE ENCRYPTION AND/OR AUTHENTICATION TECHNOLOGY AND ARE VULNERABLE TO INTENTIONAL OR UNINTENTIONAL INTERRUPTION, INTERCEPTION, CORRUPTION AND TAMPERING. It is possible for persons with criminal intent to reduce the effectiveness of my alarm

system, including intercepting or hacking the wireless signals of my ADT equipment.

17. ALARM SYSTEM COMMUNICATION. I authorize ADT to submit a service request to a wireless service provider, telephone provider, or other type of communications provider under this Contract to transmit signals between my alarm system and the CMC. ADT will not receive any alarm signals if the mode of communication is not operational or has been cut, whether damaged or experiencing interference, or if the alarm system is unable to obtain, transmit, or maintain an alarm signal via the mode of communication for any reason whatsoever. If my mode of communication is or becomes incompatible or if I switch to another mode of communication that is incompatible, ADT will require me to use another mode of communication that enables it to connect the alarm system to the CMC. Fire alarm signals transmitted via modes of communication other than conventional telephone lines may not comply with applicable fire alarm codes and standards, and I am solely responsible for complying with such codes and standards. If the alarm system is equipped with a line-cut function, it may not always be able to detect whether my communication line is cut or interrupted. ADT recommends testing the alarm system every month, even though a positive result does not guarantee that ADT will receive future alarm signals from the system. If my service includes ADT Interactive Solutions and/or automation features, ADT may directly or through third party service providers, transmit, record, store, provide and receive unencrypted data, images, e-mails and text messages via the Internet in the course of providing those interactive services. I will not be able to utilize those automation functions or receive e-mail or text alerts if my Internet connection is impaired, disrupted or unavailable for any reason. ADT does not warrant or guarantee the integrity, accuracy, confidentiality or security of any such transmission or from any unauthorized or unexpected use, disclosure, corruption, interception or other improper act.

18. CANCELLATION. (A) ADT may, at any time, cancel this Contract under the following circumstances:

- (1) The CMC is destroyed or damaged and it is impossible for ADT to continue providing its Services;
- (2) ADT cannot obtain or retain transmissions or authorization to transmit signals between my home and its CMC or the police or fire department, or other appropriate agencies, or between the CMC and the police or fire department, or other appropriate agencies;
- (3) I fail to follow ADT's recommendations or repair or replace defective system parts that are not covered by the limited warranty or the QSP (as the case may be);
- (4) I fail to follow the instructions for the alarm system;
- (5) I change or alter my home after installation; or
- (6) I fail to reply within THIRTY (30) DAYS of receiving a notice from ADT about how to test whether the system is operational and whether it is able to effectively transmit alarm signals that can be received by the CMC. If ADT cancels this Contract for one of the above mentioned reasons, ADT will refund any advance payments made for Services to be supplied after the date of such cancellation, minus any amounts still due for the installation of Installed Equipment, Services already rendered, as well as any other outstanding fees. (B) ADT may cancel this Contract by sending me a written notice if: (1) I fail to pay any amount due under this Contract; (2) I switch to a telephone/communication service that is not suitable for transmitting alarm signals; or (3) I fail to comply with other provisions or conditions of this Contract. Unless otherwise set out in

this Contract, upon receipt of the written notice sent by ADT, I will have TEN (10) DAYS to remedy the situation. If I do not remedy the situation in a timely manner, I acknowledge that ADT will be entitled to exercise all the rights contained in this Contract and any other legal remedy, including but not limited to the right to collect the Installed Equipment with or without notice and without obligation to redecorate or repair the premises or any other responsibility, and the right to bill me monthly for interest at the annual rate of TWELVE PERCENT (12%) compounded monthly.

19. ASSIGNMENT. I cannot assign this Contract without the written consent of ADT. ADT has the right to assign this Contract or to subcontract one or more of its obligations under this Contract without my approval and without notifying me.

20. DELAYS. ADT IS IN NO WAY RESPONSIBLE FOR SERVICE INTERRUPTIONS OR THE CONSEQUENCES RESULTING FROM FORCE MAJEURE OR ANY OTHER REASON BEYOND THE CONTROL OF ADT. IN THE EVENT OF SUCH SERVICE INTERRUPTIONS, ADT WILL IN NO WAY BE REQUIRED TO PROVIDE ME WITH REPLACEMENT SERVICES.

21. ELECTRONIC MEDIA; PERSONAL INFORMATION. ADT may digitize or otherwise convert this Contract into an electronic format. A copy of this Contract created in an electronic format constitutes a legal equivalent of the original and holds the same value as the original on every level, including with regard to disputes. Any faxed version of the Contract signed by me that ADT receives legally binds me, constitutes a legal equivalent of the original, and holds the same value as the original on every level, including with regard to disputes. The personal information that I provide to ADT about me and third parties is true and complete. I will immediately notify ADT of any change to this information. I authorize ADT to collect, use, disclose, and transfer my personal information and personal information I submitted about third parties, as indicated in ADT's privacy policy, which I may consult at www.adt.ca/en/about-adt/legal/privacy-policy or by calling **1 800-567-5675**, including the use of this information by service providers outside Canada for purposes of monitoring, setting up, and administering my security services (including credit approval, billing and collecting) and providing information on new equipment or services. I consent to ADT recording my telephone conversations with ADT representatives. I have received consent from the third parties whose personal information I provided to ADT authorizing ADT to use this personal information to manage my account with ADT. ADT could collect, use, disclose, and transfer my personal information and that of third parties that I submitted to ADT, its parent company, affiliates, subsidiaries, successor companies, any subcontractor or assign of this Contract, or any competent authority that requests such information to manage remote monitoring services or similar alarm system permits and programs. Questions about how ADT manages personal information, including ADT's use of service providers in Canada and the United States, must be submitted to the ADT Privacy Protection Office by phone at **1 800-567-5675** or by email to privacy@adt.ca.

22. NO CHANGES OR AMENDMENTS MAY BE MADE TO THIS CONTRACT UNLESS SET OUT IN AN ADDITIONAL AGREEMENT DULY AUTHORIZED BY AN ADT REPRESENTATIVE WITH AUTHORITY.

23. LANGUAGE. It is the express wish of the parties that this Contract be drawn up in the English language. Il est la volonté expresse des parties que ce Contrat soit rédigé en langue anglaise.



**CANCELLATION FORM
TO BE COMPLETED BY THE MERCHANT**

TO: ADT Security Services Canada, Inc.

(address of itinerant merchant or representative)

Telephone number of itinerant merchant or representative: () _____

Fax number of itinerant merchant or representative: () _____

Electronic address of itinerant merchant or representative: _____

TO BE COMPLETED BY THE CONSUMER

DATE: _____ (date on which form is sent)

By virtue of Section **59** of the Consumer Protection Act, I hereby cancel the contract

No.: _____

(contract number, if any) made on

(date of contract)

at: _____

(address where contract was signed by consumer)

(name of consumer)

Telephone number of consumer: () _____

Fax number of consumer: () _____

Electronic address of consumer: _____

(address of consumer)

(signature of consumer)

Customer's original signature is required on all **3** Parts: Office Copy, Administrative Copy and Customer Copy

SIGNATURE OF ADT REPRESENTATIVE

Printed Name

Sales Rep. Code _____ Telemar Account # _____

Date: / /

CUSTOMER SIGNATURE

Printed Name (Must match Customer Name in Section 1 on Page 1)

Name of ADT Representative who solicited Customer (PRINT)

Date: / /

ADT Manager Approval—Internal Use Only