

# Customer Agreement Terms and Conditions

**1. Services and Equipment to be Furnished.** SecurTek and its contractors, agents, distributors and Dealers (collectively, "SecurTek") agree to provide to Customer the services ("Services") and/or to install the Equipment ("Equipment") only as agreed to and described in this Agreement at the Customer's Installation location stated on the reverse. Services include Monitoring Receiving and Notification Services ("Monitoring Service"). In addition, the Customer may subscribe to certain optional value-added services, including but not limited to, SecurTek Video Monitoring Solutions, Guard Response services, SecurTek Web Check, SecurTek AutoNotify. SecurTek will monitor signals activated by the Equipment installed or existing at site. Upon receipt of a signal indicating activation of the Equipment, SecurTek may, in its sole judgment, make reasonable efforts to verify the signal, and telephone and/or notify the emergency agency or contact provided to SecurTek at the time of activation of Equipment. SecurTek will only make such commercially reasonable efforts to notify those agencies. SecurTek shall provide and install the Equipment listed on the reverse side. The existing Equipment at the Customer's location may have been previously used. SecurTek may, with or without notice to the Customer, disable and/or abandon in whole or in part, the Equipment upon termination of this Agreement, or any portion without obligation to repair or redecorate any portion of Customer's location. The modification, removal, disablement or abandonment of the Equipment shall not constitute a waiver of SecurTek's right to collect any charges accrued hereunder. Upon payment in full for installation of the Equipment, installation charges shall cease, however, any and all Service charges, when applicable, shall continue. SecurTek's Equipment may not be monitored or serviced by any source or provider other than SecurTek.

**2. Payment and Charges.** Customer agrees that all charges are payable in advance and that the Customer agrees to pay, in advance, the Service fee (plus applicable taxes) and any other fees including but not limited to those necessary in the sole opinion of SecurTek to assure the proper operation of the Equipment within ten (10) days of the date of invoice. A late charge as determined by SecurTek and allowed by law may be applied to any payment not received on time within the payment period or billing cycle indicated on SecurTek's billing statement. BY SIGNING THIS AGREEMENT, CUSTOMER AUTHORIZES, UNDERSTANDS AND AGREES THAT SECURTEK MAY REVIEW CUSTOMERS CREDIT HISTORY PRIOR TO ENTERING INTO THIS AGREEMENT OR AT ANY OTHER TIME DURING THE TERM OF THIS AGREEMENT FOR PURPOSES OF DETERMINING ELIGIBILITY FOR EXTENSION OF CREDIT OR COLLECTING A DEBT OWED HEREUNDER. SecurTek hereby reserves the right to pass through to Customer any increased cost in the Monthly Service fee after the initial term of this Agreement by providing to Customer at least thirty (30) days prior written notice of such price increase. Customer's failure to provide notice according to this Agreement that Customer desires not to renew this Agreement shall mean that Customer has agreed to renew this Agreement for the renewal period and has also agreed to pay the adjusted Monthly Services fee with the renewal period. In addition, the Customer agrees that all charges or fines in terms of false alarms or costs or fees associated with any type of attendance at the site by any public authority is solely the responsibility of the Customer. In the event that SecurTek pursuant to applicable law may be required to pay any such fine and seek reimbursement for the payment then the Customer hereby acknowledges that SecurTek has the right to do so. Customer agrees to pay all sales, use, excise, property, service, registration and all other fees and taxes in connection with the Equipment, Monitoring Service, warranty and all other service, if applicable. Customer further agrees to pay all charges made by any telephone or other communication company or other utility for installation, leasing and/or service with the telephone network connecting Customer's location to the monitoring facility, any increased electricity charges, and any building permit fees (or other fees) required by any applicable ordinance or law in order to install the Equipment, provide Monitoring Services or provide any other service as provided herein, if applicable.

**3. Warranty and Maintenance.** Equipment existing or installed as part of this agreement on the reverse side found in the sole opinion of SecurTek to be defective in material or workmanship within one year following the acceptance by the Customer will be repaired or replaced free of charge by SecurTek. If the Equipment passes dealer inspection, Extended Warranty can be purchased by the Customer. THE COSTS OF REPAIR OR REPLACEMENT OF THE Equipment FOR ALL NON-WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER AND THE CUSTOMER AGREES TO PAY ALL REASONABLE CHARGES FOR SUCH SERVICE. Customer will immediately notify SecurTek of any defect or failure in the operation or functioning of the Equipment. Customer may obtain service by contacting SECURTEK Customer Care as indicated on the front of the Agreement. SecurTek will, as promptly as commercially reasonably practical during normal business hours, arrange to provide warranty and maintenance service, and to repair or replace the Equipment. Where Extended Warranty (residential or business) is purchased by the Customer and agreed to by SecurTek, such maintenance shall not cover: (i) any defect in or failure of the Equipment due to Customer's negligence, misuse or abuse of the 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 Equipment as may be requested by the Customer. SECURTEK will not pay for False Alarm fines due to any of the above Extended Warranty of video monitoring services, including cameras. SECURTEK'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY UNDER SECURTEK'S WARRANTY, IS REPAIR OR REPLACEMENT OF THE Equipment ONLY AS PROVIDED ABOVE OR LIQUIDATED DAMAGES AS PROVIDED IN SECTION 4 OF THIS AGREEMENT.

**4. Limitation of Liability; Liquidated Damages; Disclaimer of Warranty.** It is understood and agreed by Customer and SecurTek that SecurTek is providing the Service(s) designed to provide signals and not to reduce loss or insure person or property; that the payments provided herein by Customer are based solely on the value of the services as described herein and are unrelated to the value of any property located at the installation location; that SecurTek is not liable for responsible for any losses or injuries which may occur in cases of malfunction or non-function of the Equipment incidental to the services or of the monitoring, repairing, signaling, handling or dispatching of the services even if due to SecurTek's acts or omissions; that SecurTek is not an insurer and that insurance covering personal injury and/or loss or property damage on Customer's premises shall be obtained and maintained by Customer. IN NO EVENT SHALL SECURTEK AND THE AUTHORIZED DEALER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY EVEN IF SECURTEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD SECURTEK AND THE AUTHORIZED DEALER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITY RELATING TO THE DESIGN, INSTALLATION OR OPERATION OF THE Equipment, THE PERFORMANCE OF THE MONITORING SERVICES AND OTHER SERVICES IF APPLICABLE, ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS PAYMENT OF ALL DAMAGES, EXPENSES, COST OR ATTORNY'S FEES, WHETHER SUCH CLAIMS OR OF ANY HAZARD OR EVENT THAT THE Equipment IS INTENDED TO DETECT, INCLUDING THE LIABILITIES BE BASED UPON STRICT PRODUCTS LIABILITY ON THE PART OF SECURTEK ITS AGENTS, OFFICERS, DIRECTORS,EMPLOYEES, DISTRIBUTORS, CONTRACTORS OR Dealers. BUT NOT IF THE CLAIM IS BASED UPON THE NEGLIGENCE OF SECURTEK OR ITS EMPLOYEES, SUBJECT TO THE LIMITATION IN THE PARAGRAPH BELOW. IF NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT THERE SHOULD ARISE ANY SECURTEK'S NEGLIGENCE OR FAILURE TO PERFORM, ALL PARTIES HERETO AND THERETO AND LIABILITY OF SECURTEK, IRRESPECTIVE OF CAUSE OR AMOUNT, PROXIMATELY RESULTING FROM THEIR AGENTS, REPRESENTATIVES AND EXECUTORS AGREE THAT SECURTEK'S AND THE AUTHORIZED DEALER LIABILITY TO CUSTOMER AND ALL OTHER PERSONS SHALL BE LIMITED TO AN AMOUNT EQUAL TO 10% OF THE ANNUAL MONITORING FEE OR \$250, WHICHEVER IS LESS. CUSTOMER FURTHER AGREES THAT THE AMOUNTS STATED HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SECURTEK'S SOLE AND EXCLUSIVE LIABILITY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. SECURTEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE Equipment, SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, BYPASSED, INTERRUPTED OR DAMAGED, THAT THE Equipment OR SERVICE WILL IN ANY CASE PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED OR THAT THE SERVICES OR Equipment INCIDENTAL THERETO, PROVIDED HEREUNDER WILL PREVENT ANY LOSS OF PROPERTY OR PERSONAL INJURY BY BURGLARY, HOLD-UP, FIRE, MEDICAL PROBLEM OR OTHERWISE.

**5. Agreement, Default and Termination.** In addition to any other remedies provided by law, SecurTek may terminate this Agreement, (i) upon 10 days written notice to Customer if Customer defaults in their payment obligations, (ii) upon 60 days written notice for any reason, or immediately at SecurTek's option if; (i) SecurTek's monitoring facility is destroyed or substantially destroyed or otherwise deemed inoperable and SecurTek is unable to secure or retain the connections or privileges necessary for the transmission of the signals, (ii) SecurTek loses access to its communication networks and channels, (iii) Customer fails to allow access to the Equipment for repair of the Equipment or to follow any instruction or recommendation of SecurTek or (iv) an undue number of false alarms is received. If Customer is in breach of this Agreement, then SecurTek shall declare all remaining payments under the term of this Agreement immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Customer, and Customer shall be responsible for such payments prior to the expiration of this Agreement. Payment of this amount for the purchase of the Equipment will also be due upon breach of this Agreement. Any payments for Equipment does not discharge the Customer from any other obligation, including but not limited to payment for the Services, if applicable, provided hereunder. To the extent not prohibited by law, SecurTek shall be entitled to recover all reasonable court awarded collection costs (including court awarded collection costs, court costs and attorneys' fees) in any actions to enforce its rights under this Agreement. Disconnect or termination fees may also be applicable when cancelling other services including, but not limited to, SecurTek Video Monitoring Solutions.

**6. Access to the Equipment.** Customer will allow SecurTek access to the Equipment at all reasonable times for the purpose of inspection, maintenance and any other purpose contemplated by this Agreement or where SecurTek is required access to Equipment in such cases where system is causing signal disruption at a SecurTek monitoring station.

**7. Customer Emergency Information.** Customer shall furnish SecurTek with contact and notification information as outlined on the front page of the Customer Service Agreement or as requested from time to time. Changes or additions to the information shall be made only in accordance with the instructions from SecurTek. SecurTek has no obligation to telephone any emergency agency or person other than the person named in the most recent information in SecurTek's possession. CUSTOMER UNDERSTANDS THAT SECURTEK IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY TELEPHONE THE APPROPRIATE LISTED EMERGENCY AGENCY OR OTHER PERSON NAMED AT THE NUMBER PROVIDED. CUSTOMER IS RESPONSIBLE FOR NOTIFYING SECURTEK OF ANY CHANGE IN THE INFORMATION AND INSURING THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED. CUSTOMER UNDERSTANDS THAT SECURTEK WILL NOT SEND ANY SECURTEK PERSONNEL TO CUSTOMER'S LOCATION IN RESPONSE TO ANY ALARM OR NOTIFICATION SIGNAL. CUSTOMER ALSO UNDERSTANDS THAT SECURTEK DOES NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED BY IT WILL RESPOND TO THE CALL, AND CUSTOMER RELEASES SECURTEK AND THE AUTHORIZED DEALER FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR DELAY IN RESPONDING. CUSTOMER AUTHORIZES SECURTEK TO TEMPORARILY DISCONNECT THE SERVICE FOR NUISANCE OR SAFETY REASONS IF SECURTEK IS UNABLE TO NOTIFY CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS OR IF CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS REFUSE OR FAIL TO ARRIVE AT CUSTOMER'S LOCATION WITHIN A REASONABLE TIME. Customer understands that SecurTek uses local and long distance telephone lines and other means of communication to connect alarm emergency agency or other Customer's location to SecurTek's monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm or notification signal. CUSTOMER AGREES AND ACKNOWLEDGES THAT SECURTEK IS NOT RESPONSIBLE FOR LINES AND CALL CONNECT REQUIRED IN ORDER TO RECEIVE ALARM SIGNALS AND NOTIFY CALL LIST RESPONSE PERSONS AND AGENCIES; AND SECURTEK HAS NO CONTROL OVER DISRUPTIONS IN THESE any telephone calls that Customer makes to SecurTek's Customer service and monitoring facilities and any TELEPHONE LINES OR OTHER MEANS OF COMMUNICATION. Customer agrees that SecurTek may record telephone calls that SecurTek makes from the Customer service facility or monitoring facility to Customer's location or to Customer's contacts.

**8. Privacy Legislation.** The Customer shall identify and comply with all provisions of governing privacy regulations, Federal, Provincial or Municipal as the case may be. The Customer shall ensure that appropriate signage and protection of privacy measures are in place prior to commencement of monitoring. Any breach of an Act, regulation, or bylaw in this regard shall be the Breach of the Customer and not of SecurTek. SecurTek shall, and will be entitled throughout the term of this contract, rely on representations by the Customer that all provisions of the governing privacy legislation as it may be have been complied with in full.

**9. Retention of Video.** If the Customer subscribes to SecurTek Video Monitoring Solutions, the Customer and SecurTek agree that any video recordings sent to the SecurTek monitoring stations shall be retained as per SecurTek's privacy policy and shall be available to the Customer as per their request prior to the date of destruction. The Customer acknowledges that SecurTek may, on occasion, be obliged by third parties such as law enforcement organizations or by Court order to preserve and to provide copies of recordings made at a Customer's site. The Customer hereby consents to release such information in circumstances where SecurTek has no valid reason to object to release of same. SecurTek consents to informing the Customer of any request to release such information prior to the release of such information. If the Customer requires copies of video recordings or such are compellable by third parties, a reasonable administration cost shall be paid by the Customer in addition to any other charges required to be paid pursuant to this Agreement.

**10. Notice of General Legal Matters.** All notices under this Agreement are to be in writing, signed, dated and are to be sent by Canadian mail, postage prepaid: to SecurTek or Customer at the address shown on the front of this Agreement. All changes of address must be in writing. Notices are effective when sent. The entire Agreement between Customer and SecurTek consists of this Agreement and all applicable Schedules and Forms including the following (i) Change Order; (ii) Trouble Report, and (iii) Discontinuance; which together supersede any and all other Agreements, understandings or representations including but not limited to those provided in any advertising or marketing material received by Customer. All amendments to this Agreement must be in writing and signed by SecurTek's Authorized Representative. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, that provision will be null and void to the extent determined by the court with the remainder of the Agreement continuing to be valid and enforceable. SecurTek reserves the right to assign this contract without notification to Customer. Customer may not assign Customer's rights or obligations under this Agreement without SecurTek's prior written consent. The Customer authorizes and acknowledges SecurTek and/or any of its affiliated companies (as defined in The Saskatchewan Business Corporations Act) the use of the Customers "billing address to" information.

The laws of the Province of Saskatchewan govern the validity, enforceability and interpretation of this Agreement. All of the provisions of this Agreement, including, but not limited to the payment provisions for the full term of this Agreement shall apply to, bind and contractually obligate the heirs, executors, administrators, representatives, successors and assigns of the Customer hereunder. Except where prohibited by law, no suit, claim, or cause of action shall be brought against SecurTek and the Authorized Dealer more than two (2) years after the accrual of the cause of action thereof. The Customer hereby and for other parties claiming under Customer, releases and discharges SecurTek and the Authorized Dealer from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have right of subrogation against SecurTek and the Authorized Dealer.

**11. Familiarization Period.** If Customer has agreed to a Familiarization Period, Customer agrees that in the event of any signal during the period, the SecurTek monitoring station will respond to alarms by calling the site only. The Exceptions include; fire, medical, panic and hold up, which will be treated as an actual alarm.

**12. English and French Clause.** This Agreement has been drawn up in English at the request of and with full concurrence of the Customer.

**13. Buyer's Right to Cancel.** You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you did not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellations. For more information, you may contact your Provincial/Territorial Consumer Affairs Office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

**14. Invoking the Buyer's Right to Cancel.** Where a Buyer has requested that the contracted service be provided within the 10 days from the date the contract was entered into, the supplier is entitled to reasonable compensation for the services performed by the supplier should the Buyer invoke their right to cancel.

15. There are no verbal understandings, changing or modifying any of the terms of this Agreement.

**16. Privacy.** SecurTek will keep all personal information it receives from the Customer as confidential. The Customer acknowledges that SecurTek needs to collect personal information in order to provide the Services hereunder. In addition, the Customer acknowledges and agrees that SecurTek may provide personal information to third parties in order to provide the Services. SecurTek and the third parties will keep all personal information they receive from the Customer confidential.

17. A Key holder is a contact person listed on the front of this agreement as someone that SecurTek will call in the event of an alarm or notification signal. An Authorized person has full authority to make changes or updates to the account related to Billing and/or Monitoring information.