

# TERMS AND CONDITIONS

## SUBSCRIBER'S RIGHT TO CANCEL

You may cancel the Agreement from the day you enter the contract until 10 days after you receive a copy of the Agreement.

You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the Acceptance Date (as stated above), you may cancel this Agreement within one year of the Acceptance Date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information please contact your provincial/territorial consumer protection office.

If you cancel this contract, AAA has 15 days to refund your money you have paid for goods or services not received, and you must then return the equipment purchased from or installed by AAA forthwith.

To cancel, you must give notice of cancellation to AAA at the address or email set out above. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, email or by personal delivery.

1. **COMMUNICATION FACILITIES** – SUBSCRIBER/MONITORED PERSON ACKNOWLEDGES THAT HE/SHE IS AWARE THAT NO ALARM SYSTEM CAN GUARANTEE EMERGENCY RESPONSE, THAT HUMAN ERROR ON THE PART OF AAA OR THE MUNICIPAL AUTHORITIES 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. **A. Authorization** – Subscriber/Monitored Person authorizes AAA to make requests for information, service, orders or equipment in any respect on behalf of Subscriber/Monitored Person to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. **B. Digital Communicator** – Subscriber understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. **C. Cellular/Internet** – If connection to the Monitoring Centre is to be by any cellular method or internet transmission then Subscriber/Monitored Person understands that due to the very nature of cellular and internet transmissions that there may be times when the System is unable to secure, maintain or retransmit a signal and, thus, the utilization of an additional communications means is recommended.

3. **RATE INCREASE.** Subscriber/Monitored Person hereby agrees that AAA shall have the right to increase the monitoring charge provided for at any time or times after the Initial Term, upon AAA giving such Subscriber/Monitored Person notice thirty (30) days in advance of the effective date of such increase. If Subscriber/Monitored Person is unwilling to pay such increased charge, Subscriber/Monitored Person may terminate this Agreement by notifying AAA in writing at least thirty (30) days prior to the effective date of such increase.

4. **DELAYS/FORCE MAJEURE. AAA ASSUMES NO LIABILITY FOR INTERRUPTIONS OR DELAYS OF MONITORING SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY ACT (INCLUDING THE FAILURE TO ACT) OF ANY GOVERNMENTAL AUTHORITY), SEVERE WEATHER CONDITIONS OR ANY CAUSES BEYOND THE CONTROL OF AAA WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING WITHOUT LIMITATION, THE INTERRUPTION OR BREAKDOWN OF THE SYSTEM, EQUIPMENT OR TELEPHONE SERVICES, WHETHER ON THE SUBSCRIBER/MONITORED PERSON'S PREMISES, AT THE MONITORING CENTRE OR ON WIRES BETWEEN (A) THE SUBSCRIBER/MONITORED PERSON'S PREMISES AND THE MONITORING CENTRE OR (B) THE MONITORING CENTRE AND THE FACILITIES OF ANY TELEPHONE COMPANY OR GOVERNMENTAL AUTHORITY. AAA WILL NOT BE REQUIRED TO SUPPLY MONITORING OR OTHER SERVICE TO SUBSCRIBER/MONITORED PERSON WHILE AN INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE, AND SHALL NOT BE LIABLE FOR LOSSES OF ANY KIND SUFFERED DURING SUCH PERIOD OF INTERRUPTION.**

## 5. MONITORING.

A. Upon execution of this agreement, Subscriber/Monitored Person shall complete AAA's Customer Information Report (the "CIR") which will set out a list of the names and individual phone numbers of all persons who shall be contacted by AAA in the event a signal is received by AAA from the Monitored Person (the "Keyholders"). This CIR may only be changed upon written notification by Subscriber/Monitored Person to AAA, duly acknowledged by AAA. It is understood that AAA shall not attend to the Premises of the Monitored Person other than to service the System. Subscriber/Monitored Person will contact the AAA monitoring centre ("Monitoring Centre") at the number on the reverse for the purpose of testing the operation of the System on a periodic basis.

B. The standard AAA protocol for responding to a medical monitor signal from the Monitored Person (the "Signal") shall be:

- If AAA cannot contact the Monitored Person on its first attempt, AAA shall immediately dispatch an ambulance to the Premises and attempt to make contact with one of the Keyholders; or
- If AAA makes contact with the Monitored Person but the Monitored Person is not understandable, AAA shall immediately dispatch an ambulance to the Premises and attempt to make contact with one of the Keyholders; or
- If AAA makes contact with the Monitored Person and the Monitored Person indicates that the Signal was a false alarm or that the Monitored Person does not need assistance, AAA may attempt to make contact with one of the Keyholders.

(the above protocol shall be referred to as the "Standard Protocol").

C. Subscriber/Monitored Person can elect an alternative protocol than the Standard Protocol (the "Custom Protocol") and the Custom Protocol shall be included in the CIR with sign off by the Subscriber/Monitored Person. Any changes to the Custom Protocol must be provided to AAA in writing by the Subscriber/Monitored Person at least fifteen (15) days prior to the date the Subscriber/Monitored Person wishes to implement these changes.

D. Subscriber/Monitored Person is responsible for any and all ambulance charges and any other charges that may be associated with dispatching ambulance services to the Premises or for any other reason whatsoever if AAA dispatched such services or incurred such charges as a result of following the Standard Protocol or the Custom Protocol, as the case may be and this includes False Alarms (as defined in 6. B. below).

E. Subscriber/Monitored Person shall send a test Signal (the "Test Signal") to AAA each and every day as a test to ensure the System is in proper working condition and sending the Signal to the Monitoring Centre. In the event a Test Signal is not received from the Subscriber/Monitored Person each day, AAA shall contact the Monitored Person to notify same that a Signal was not received. In the event the Monitored Person cannot be contacted, AAA shall follow the Standard Protocol or the Custom Protocol, as the case may be, and attempt to contact the Keyholder and the Keyholder shall investigate with the Subscriber/Monitored Person and ensure a test Signal is sent to AAA. Should the Monitored Person repeatedly miss sending a Test Signal such that AAA continuously has to enact the Standard Protocol or Custom Protocol, as the case may be, AAA may treat missed Test Signals as False Alarms pursuant to section 6. C. below.

## 6. SUBSCRIBER'S RESPONSIBILITIES

A. **PAYMENT.** All monitoring charges are payable in advance. Subscriber/Monitored Person agrees to pay, in addition to the charges expressly set forth herein, any taxes, fees or charges that are imposed by any governmental body, relating to the System or the Service and to pay any increase in charges that are applicable pursuant to section 3. Any charges associated actions taken by AAA with respect to the Standard Protocol or the Custom are on account of the Subscriber/Monitored Person. Any failure to pay when due the payments or other charges provided by this Agreement shall give AAA the right, in addition to and without waiving any other remedies, to avail itself of any legal remedy, including but not limited to (a) the right to charge interest at 1 1/2 % per month compounded monthly (19.56% per annum) on the delinquent amount; and accelerate one hundred percent (100%) of the entire amount thereafter payable under this Agreement until the end of the Initial Term or thereafter during the Agreement, as applicable; and (b) the right to, within five (5) business days of notification, stop providing the Service until the monitoring payments are made current.

B. **SIGNALS.** Subscriber/Monitored Person, upon accidentally or intentionally causing a Signal to be transmitted that does not require action by AAA (a "False Alarm"), must immediately notify the Monitoring Centre and shall report to AAA any claims of inadequacy and/or failure of the System. Subscriber/Monitored Person shall be liable for all Signals, including False Alarms, originating from the System, for whatever reason, and shall assume the cost and, if applicable, reimburse AAA for any fines or other charges imposed on Subscriber/Monitored Person and/or AAA 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 AAA is obliged to render in connection therewith.

C. **FALSE ALARMS.** In the event there are more than three (3) False Alarms during the life of the Agreement, AAA may assess a surcharge of \$25.00 for each False Alarm beyond the allowable three (3) False Alarms the payment of which shall be in accordance with subsection A. in this paragraph 6.

D. **COMMUNICATION CHARGES.** Subscriber/Monitored Person 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 AAA's Monitoring Centre.

E. **REPAIRS.** Subscriber/Monitored Person shall do all things as may be reasonably necessary to ensure the System is free from unreasonable wear and tear. AAA is responsible for the maintenance of the System. If, in AAA's sole and absolute opinion, the System in the Premises is damaged beyond

reasonable wear and tear, AAA may replace the damaged equipment and the Subscriber/Monitored Person shall be responsible for the cost of replacement and the then current cost of replacement. Subscriber/Monitored Person agrees to pay AAA the cost of changes or additions in the System, made at the request of Subscriber/Monitored Person or made necessary by renovations or alterations in the Premises, property or equipment.

7. **TERMINATION.** AAA may terminate this Agreement or suspend performance of its obligations hereunder at any time, without notice and without incurring any liability to Subscriber/Monitored Person, in any of the following circumstances: (a) where connecting wires or equipment within the Monitoring Centre are destroyed or so substantially damaged by fire or other catastrophe that it is impracticable to continue Service. (b) AAA is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Premises and the Monitoring Centre or between the Monitoring Centre and the Authority. (c) Upon Subscriber/Monitored Person's failure to carry out or perform any of its covenants, undertakings or obligations imposed on it by this Agreement. (d) If the Premises in which the System is installed are so modified or altered after installation as to render continuation of Service impractical. (e) If Subscriber/Monitored Person defaults in payment of any monies due under this Agreement. (f) If Subscriber/Monitored Person commits or threatens to commit any act of insolvency, bankruptcy or any bankruptcy offence under the Bankruptcy and Insolvency Act, or if a trustee or receiver of Subscriber/Monitored Person or of any part of Subscriber/Monitored Person's assets is appointed by any court or under any instrument, or if any bankruptcy proceedings are initiated by or against Subscriber/Monitored Person. (g) If Subscriber/Monitored Person moves from the Premises.

Should AAA terminate this Agreement as set forth above, all payments past due and all payments which would have become due under this Agreement shall become immediately due and payable to AAA and all equipment shall be immediately returned to AAA and the rights set out in section 8 herein shall survive, in addition to any other provisions which may by necessity or operation of law survive.

Upon termination of this Agreement for any reason, the Subscriber/Monitored Person shall return the System to AAA within five (5) days of said termination. In the event the Subscriber/Monitored Person does not return the System as set out herein, AAA shall have the right to enter the Premises upon reasonable notice to Subscriber/Monitored Person to remove the System.

Further, AAA shall have the right to enter the Premises upon reasonable notice to the Subscriber/Monitored Person to reprogram Subscriber's automatic dialing service so as to prevent the Monitoring Centre from receiving any further Signals. Failure to do so will result in ongoing charges for the Service which are the responsibility of Subscriber/Monitored Person.

## 8. NO WARRANTY/LIMITATION OF LIABILITY.

8A. **AAA DOES NOT WARRANT THE MONITORING SERVICE TO BE UNINTERRUPTED OR ERROR FREE. AAA 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 AAA THAT THE MONITORING SERVICE PROVIDED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM, WHICH THE MONITORING SERVICE IS DESIGNED TO DETECT OR AVERT.**

8B. The fees charged by AAA to Subscriber reflect the allocation of risk herein and the limited recourse to AAA provided for in this Agreement. **AAA SHALL NOT BE LIABLE TO SUBSCRIBER/MONITORED PERSON OR TO ANY PERSON CLAIMING THROUGH OR UNDER SUBSCRIBER/MONITORED PERSON FOR PERSONAL INJURIES, INCLUDING DEATH, ANY LOSSES, PROPERTY DAMAGES, REAL OR PERSON, DEMANDS, CLAIMS OR DAMAGES WHATSOEVER, NO MATTER WHERESOEVER OR HOWEVER CAUSED; 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 EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS); ARISING DIRECTLY OR INDIRECTLY FROM THE MONITORING SERVICES, THE USE OR INTENDED USE OF THE MONITORING SERVICES, OR THESE TERMS AND CONDITIONS. THE FOREGOING SHALL APPLY EVEN IF AAA 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 THEORY OF 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) OCCURRENCES, OR CONSEQUENCES THEREFROM, WHICH THE MONITORING SERVICE IS DESIGNED TO DETECT OR AVERT; (II) DEFECTS OR DEFICIENCIES IN THE MONITORING SERVICE; (III) ANY DELAY IN RESPONSE OR NON-RESPONSE OF ANY AUTHORITY OR PERSONS (INCLUDING THOSE SET FORTH IN THE CIR) NOTIFIED BY AAA; (IV) ANY FAILURE OF AAA TO NOTIFY ANY KEYHOLDERS**

**OR AUTHORITY WHERE IT IS UNABLE TO DO SO BY REASON OR CAUSES BEYOND THE CONTROL OF AAA; (V) AAA ADHERING TO THE STANDARD PROTOCOL, CUSTOM PROTOCOL OR ANY OTHER INSTRUCTIONS PROVIDED BY THE SUBSCRIBER/MONITORED PERSON; AND (V) INACCURATE OR OUTDATED SUBSCRIBER/MONITORED PERSON INFORMATION OR CIR OR CUSTOM PROTOCOL.**

**IF, NOTWITHSTANDING THE FOREGOING, AAA SHALL BE FOUND LIABLE, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE COST OF THE MONITORING SERVICE OVER THE LAST 12 MONTH PERIOD, WHICH SHALL BE THE AGREED UPON DAMAGES AND SHALL BE SUBSCRIBER/MONITORED PERSON'S SOLE AND EXCLUSIVE REMEDY, AND SUBSCRIBER/MONITORED PERSON SHALL INDEMNIFY AND SAVE AAA HARMLESS AGAINST ANY CLAIMS IN EXCESS OF THIS AMOUNT.**

9. **WAIVER.** No covenant or condition of this Agreement can be waived except in writing, and forbearance or indulgence in any regard shall not constitute a waiver for any purpose. No covenant or condition shall be deemed to be waived nor shall any breach thereof be deemed excused by a party, unless such is in writing and signed by an authorized officer of that party.

10. **ENTIRE AGREEMENT.** The entire contract between the parties is contained in this Medical Monitoring Agreement and the attached CIR (the "Agreement"). This Agreement is not binding unless signed by an authorized official of AAA. If the Agreement is not accepted, the only liability of AAA shall be to return to Subscriber the amount paid to AAA upon signing this Agreement. This Agreement cancels, replaces and supersedes as of the acceptance date all existing agreements, proposals and understandings, written or oral, between the parties relating to the System or Service forming the subject of this Agreement. Any document(s) attached hereto shall form part of this Agreement. The parties agree that any Purchase Orders, Quotations or acceptances thereof issued or given, are for administrative purposes only, and that any terms or conditions stated therein which conflict or are inconsistent with the terms of this Agreement shall in all cases be superseded by these terms and conditions.

11. **ASSIGNMENT.** This Agreement shall apply to, enure to the benefit of, and bind the heirs, executors, administrators, successors and permitted assigns of the parties. This Agreement shall not be assigned by Subscriber/Monitored Person except upon written consent of AAA first being obtained. AAA shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Subscriber/Monitored Person.

12. **PRIVACY.** Subscriber/Monitored Person acknowledges that AAA is a subsidiary of Manitoba Telecom Services Inc. ("MTS") and that AAA collects, uses and discloses personal information for the identified purposes set forth in the MTS Code for Fair Information Practices (the "MTS Privacy Code"). These purposes are: (a) to establish and maintain responsible relations with customers and to provide ongoing service; (b) to understand customer needs; (c) to develop, enhance, promote or provide products and services; (d) to manage and develop its business and operations; and (e) to meet legal and regulatory requirements. If Subscriber/Monitored Person has subscribed for Internet or other monitoring services hereunder, Subscriber/Monitored Person acknowledges and agrees that in order to

receive such service certain technical information generated by the System may be transmitted through a third party before reaching AAA. Subscriber/Monitored Person hereby consents to AAA collecting, using and disclosing the Subscriber/Monitored Person's personal information in accordance with this Agreement and the MTS Privacy Code. The entire MTS Privacy Code may be viewed on the MTS website at [www.mts.ca](http://www.mts.ca) or a copy will be provided upon request.

**13. SEVERABILITY.** If any covenant, term, condition, clause or provision of this Agreement is adjudged to be invalid, such invalid covenant, term, condition, clause or provision shall not affect the validity of any other covenant, term, condition, clause or provision.

**14. NOTICES.** Any request, notice, consent or authorization to be given shall be in writing and sent to the party to receive same, and, if delivered personally, by facsimile (to (204)947-5631) or by email, shall be deemed to have been given the same day, or if sent by mail, shall be deemed to have been given three (3) business days after the date of mailing.

**15. GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein.

**16. HEADINGS.** Headings in this Agreement are for convenience of reference only and shall not affect its interpretation.