

# OKOS SMART HOMES SERVICE PLAN TERMS AND CONDITIONS

This is a legal agreement (the “Terms”) entered into between Okos Smart Homes (“Okos” or “we”) and the customer (“you”) named in one or more order confirmations (each, an “Order Confirmation”). These Terms and Conditions set out the terms upon which Okos will provide the services set out in the Order Confirmation (the “Services”) set out in the Order Confirmation required to access and/or use the Services at the service address set out in the Order Confirmation (the “Premises”).

This Service Agreement is also posted and available for review at [Okos.ca](http://Okos.ca).

## 1. Services

You may use certain Services that Okos provides under the Plan during the Term of your Plan, subject to these Terms and Conditions. The current Services offering is set out at [Okos.ca](http://Okos.ca) and is subject to change from time to time without notice (except where prohibited by applicable law).

Plan Purchase Price: The purchase price of the Plan (the “Plan Purchase Price”) is the applicable annual payment multiplied by the number of years in the Term of your Plan, or monthly payment multiplied by the number of months in the Term of your Plan, as applicable, plus applicable taxes.

In addition to the Plan Purchase Price, Service fees apply and are payable in respect of Services used under the Plan, unless otherwise stated in the Services offering set out at [okos.ca](http://okos.ca).

The current pricing and applicable Service fees for the Plan are set out at [okos.ca](http://okos.ca).

## 2. Annual or Monthly Payment Details

### (a) Annual Payments

If the Purchase Price of your Plan is payable in annual payments, your first annual payment must be paid at the time of registration for the Plan. Subsequent annual payments will begin after the expiration of the first year and will be charged to the credit card account designated by you at the time of registration. You will be required to pay the applicable annual payment amount for the Plan, plus applicable taxes, each year during the Term of the Plan, until the Plan is cancelled as set forth in these Terms and Conditions.

### (b) Monthly Payments

If the Purchase Price of your Plan is payable in monthly payments, your first monthly payment must be paid at the time of registration for the Plan. Subsequent monthly payments will begin after the expiration of the first month and will be charged to the credit card account designated by you at the time of registration. You will be required to pay the applicable monthly payment amount for the Plan, plus applicable taxes, each month during the Term of the Plan, until the Plan is cancelled as set forth in these Terms and Conditions.

You authorize us to charge the credit card account you designated at the time of registration for the Plan with each applicable payment for the Plan as described above. We reserve the right, at our option, to accept or require another method of payment. If you have any questions in respect to the Plan Purchase Price, or wish to change your method of payment, you may call 1-855-321-OKOS or visit [okos.ca](http://okos.ca).

## 3. Changes

Except where prohibited by applicable law, Okos may change these Terms and Conditions, the pricing of the Plan and/or the Service fees for Services under the Plan from time to time, and such changes will apply to you no earlier than thirty (30) days following notice to you, or following such notice period as required by applicable law (if longer). You may cancel the Plan with no penalty to you within thirty (30) days of Okos's notice of any such change (or within such period as required by applicable law (if longer)) and you will receive a pro rata refund of any unearned prepaid portion of the Plan Purchase Price paid by you in your last payment collected by Okos.

#### 4. Manufacturer and Other Warranties

**THIS PLAN IS A SERVICES CONTRACT, IT IS NOT A WARRANTY.** For any warranty related issues you must contact your warranty provider.

#### 5. Duration of Plan

Access to Services under this Plan commences on the Plan registration date and will continue until the Plan is cancelled by you or Okos. Following cancellation of the Plan, you will have no further rights in respect of the Plan and Okos will have no liabilities or obligations to you.

#### 6. Cancellation

At its option, Okos may cancel your Plan and Contract on the basis of: (a) your fraud or misrepresentation; (b) your commercial use of the Plan (unless specifically noted as a commercial Plan on your original purchase invoice); (c) an unauthorized use of the Plan; (d) your non-payment of the Plan Purchase Price; (e) your failure to comply with any of these Terms and Conditions. In addition, Okos may cancel your Plan at its discretion at any time upon thirty (30) days' prior notice to you.

You may cancel this Plan for any reason at any time within thirty (31) days of your registration for the Plan and receive a full refund of any payment of the Plan Purchase Price you made less the cost of Services received (if any), unless otherwise prohibited by law. Cancellation of the Plan within the first (31) days may be subject to a full month's membership fee.

After the first thirty (31) days of your registration for the Plan, you may cancel your Plan for any reason at any time, provided, however, that if you cancel your Plan prior to paying the equivalent of twelve (12) monthly payments of the Plan Purchase Price, you will be required to pay the equivalent of (1) full monthly payment of the Plan Purchase Price (except where prohibited by applicable law).

Contact Okos at 1-855-321-OKOS for any cancellation requests.

No Services may be received or used after cancellation of this Plan.

#### 7. Transferable

This Plan is transferable to another residence at any time, provided the registered Plan holder can provide acceptable documentation demonstrating proof of address change. Please contact Okos at 1-855-321-OKOS to process transfer requests. The registered Plan holder must have original documentation and proof of residency at the address registered under the Plan in order to receive the Services.

#### 8. Entire Agreement

Your Plan purchase invoice and these Terms and Conditions contain the entire agreement between you and Okos and supersede all prior written or oral negotiations, understandings and agreements concerning the subject matter of the agreement (the "Contract"). No amendment or modification of the Contract by you will be binding on Okos without the written agreement of Okos.

#### 9. General

Okos may assign this Contract without your consent upon notice to you. If Okos assigns this Contract, you agree that Okos is released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Contract. This Contract will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. If any term of this Contract is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. Upon request, any user of this Plan must show government issued identification demonstrating proof of address in order to receive any Services.

#### 10. General Exclusions

The following are not provided as Services under this Plan:

1. physical maintenance, repair or replacement of any product;

2. replacement cost for lost or consumer replaceable parts (such as, for example, light bulbs, racks, shelves, trays, knobs or dials, rinse aids, filter, belts, crisper trays etc.);
3. unauthorized servicing and transportation charges;
4. products or services used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, or for any other non-personal use, unless noted specifically as a commercial Plan on the original purchase invoice;
5. indirect, consequential or incidental damages, including, but not limited to, loss of profits, down-time and charges for time and effort (For Quebec only: The foregoing is not intended to liberate Okos from the consequences of Okos's own acts or the acts of its representatives);
6. fees related to third party contracts;
7. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced; or
8. any services that are not specifically set out in this Plan.

#### 11. Limitations

- 1. THE SERVICES UNDER THIS PLAN ARE ONLY AVAILABLE IN CANADA.**
- 2. THE SERVICES UNDER THIS PLAN MAY ONLY BE USED BY YOU.**
- 3. ANY IN-HOME SERVICES PROVIDED UNDER THIS PLAN WILL ONLY BE PROVIDED AT THE ONE HOME ADDRESS YOU PROVIDED AT REGISTRATION.**
- 4. OKOS IS NOT LIABLE TO YOU IF IT IS UNABLE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.**
- 5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OKOS IS NOT AND WILL NOT BE LIABLE TO YOU FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, DATA LOSS, LOST PROFITS, DOWN-TIME, OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE** *(For Quebec only: The foregoing is not intended to liberate Okos from the consequences of Okos's own acts or the acts of its representatives).*
- 6. OKOS'S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE AMOUNT OF THE PLAN PURCHASE PRICE PAID BY YOU. YOU WAIVE ALL SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES AGAINST OKOS.**
- 7. WE RESERVE THE RIGHT TO REFRAIN FROM PROVIDING ANY SERVICES, INCLUDING, WITHOUT LIMITATION, IF MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR IF YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS OR REQUESTS ARE UNUSUAL OR EXTENSIVE, AS DETERMINED BY US. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE PLAN, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN. OKOS MAKES NO WARRANTY THAT THE PLAN OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, NOR DOES OKOS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OKOS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IT IS YOUR RESPONSIBILITY TO BACK-UP THE SOFTWARE AND DATA THAT IS STORED ON YOUR COMPUTERS, HARD DISK DRIVE(S), AND/OR ON ANY OTHER STORAGE DEVICES YOU MAY HAVE, AND OKOS SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY SOFTWARE, DATA, OR FILES. OKOS SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGES ARISING FROM ANY PART, EQUIPMENT, PERIPHERAL, SOFTWARE OR OTHER PRODUCT SUPPLIED TO YOU BY OKOS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**
- 8. SERVICES UNDER THIS PLAN ARE ONLY OFFERED FOR DEVICES AVAILABLE FOR SALE OR LEASE FROM OKOS AND OR ITS PARTNERS.**

**9. NO SERVICES WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE.**

**10. YOU MUST BE 18 YEARS OF AGE, OR THE AGE OF MAJORITY IN YOUR PROVINCE OR TERRITORY, TO REGISTER AS A PLAN HOLDER. MINORS MAY ONLY USE THE SERVICES UNDER THE SUPERVISION OF AN ADULT.**

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS, THEREFORE, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

In addition to the exclusions and limitations specifically mentioned in these terms and conditions, the Services provided under this Plan are limited to the descriptions for each Service provided on okos.ca or other written scope document applicable to a particular Service, which we will make available to you on your request.

#### 12. Third-Party End User Terms and Conditions

By accessing, browsing or using the Services or downloading any content from the Services, you acknowledge that you have read, understood and agree to be bound by the terms of the different Third-Party End User Terms and Conditions required to use the Service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms.

Our Service may contain third-party services that are not owned or controlled by Okos. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Third-Party 's Terms. Okos has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party services. You further acknowledge and agree that Okos shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such services.

#### 13. Disclosure

1. Your information may be processed and stored in the United States or another country and may be subject to access by United States authorities or other international authorities under applicable laws.
2. Okos's Privacy Policy can be found at Okos.ca. Okos's Privacy Policy includes information about how Okos uses your personal information.

#### 14. Definitions

**"Term"** refers to the duration of your Plan. **"Services"** refers to the particular services and benefits provided under this Plan from time to time, as described on Okos.ca as may be revised and updated from time to time. **"Okos"** refers to Okos Smart Homes Inc.. **"Plan"** refers to the Okos Smart Homes Service Plan, which also operates under the Rūmi Smart Home Membership. **"Terms and Conditions"** refers to the terms and conditions set out in this document that govern the Services provided pursuant to the Plan. **"You"** or **"your"** refer to the registered Plan holder.

To obtain Services under this Plan, or if you have any questions about this Plan, please visit okos.ca, chat with an Online Support Agent at okos.ca or call us at 1-855-321-OKOS for over-the-phone support or to schedule an appointment.

#### 15. How To Contact Us:

Okos Smart Homes Inc.,  
3 Place Ville Marie, Suite 400,  
Montreal, Quebec, Canada, H3B 2E3  
1-855-321-OKOS  
info@Okos.ca