



Terms and Conditions – Canada

April 2018

These terms

If you've purchased one of our Hive products, here's what you need to know about your order.

These are the terms and conditions (**Agreement**) on which we supply products and services to you, whether they are services, goods and/or digital content. Please read these terms and conditions carefully as they, along with details in your online order form and our Privacy Notice, which can be found at hivehome.com/ca/privacy, will tell you everything you need to know about the terms on which we will deal with each other regarding your order and purchase.

If you set up a Hive account online or use any Hive product you agree to be bound to these terms and conditions. If you do not agree to all the other terms and conditions, however, then you may not use the products and you must return them within 30 days of purchase for a full refund by contacting us as described below.

Information about us and contact details

We, us or our means Centrica Hive Canada, Inc.

You can contact us by email at help.can@hivehome.com or visit hivehome.com.

You can also contact us by telephoning our customer service team at **(866) 470-9133**. We are open 8.00am – 8.00pm Eastern time, Monday to Friday and 8.00am – 5.00pm, Saturday and Sunday.

Complaints

If you have any questions or complaints about any product, please contact us. You can telephone our customer service team on **(866) 470-9133** or email us at help.can@hivehome.com.

We will always try to resolve your complaint as soon as we receive it. When we can't, we will aim to send you an acknowledgement of your complaint within 48 hours and tell you who is dealing with the matter so that you know who to contact. Where your case is complex or involves a number of issues, we may need some time to make sure that we have covered everything. We will keep you regularly informed, either by telephone or in writing, while we do so.

Our contract with you

How we will accept your order

Our acceptance of your order will take place when we send an email to the email address you give us to accept your order, at which point a contract will come into existence between you and us that includes your order details and these terms and conditions.

If we cannot accept your order

If we are unable to accept your order, we'll contact you to let you know why. This might be because, for example, the product is unavailable or out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

Your Right to Cancel

If you do not want the products, you may cancel by returning the products within 30 days of the date you received them. You must return your products pursuant to our Returns Policy set forth below to cancel your obligations under this Agreement. If you do not return your Products in accordance with the Returns Policy, you will be responsible for all outstanding charges under this Agreement and it will remain in full force and effect.

Returns Policy

If you wish to return your products for any reason, you have 30 days from the date you received the products to return them to us and receive a full refund of amounts you paid to us, less any return shipping charges we pay. You must return everything that came in the original box, including the products, any cables, power cords, and manuals. There is no restocking fee associated with your return of Products. After the first 30 days, you may return your products only for an accepted return under the **Product Guarantee** section of this Agreement. If you have a warranty claim, contact us at help.can@hivehome.com or call customer support at 1-866-470-9133 for further instructions and return authorization.

Our products are not available for all markets

Our website is solely for the promotion of our products in countries where they have been approved for sale and import. Unfortunately, we do not accept orders from or deliver to addresses outside of these markets or other locations where we are not currently providing our Products. A list of these markets is available on our website.

Our products

Product requirements

Most Hive products require a Hive Hub to work. To use Hive products, you'll need:

- A domestic 'always-on' broadband connection with a spare Ethernet port connection. Please note that you must keep your Hive Hub online and connected to the Internet at all times to ensure that it can receive weather data and control your Hive Active Thermostat appropriately
- An extra power outlet close to your broadband router
- An Android, iOS or Amazon smartphone with an up-to-date operating system if you want to use your smartphone to control your heating and hot water via the Hive app
- An up-to-date supported web browser to use the online dashboard with laptops and other devices (IE10+, Chrome, Safari or Firefox)
- Supported equipment in your home within Wi-Fi communications range, such as compatible-sized light sockets for connected smart bulbs, grounded three-prong power outlets, and heating systems capable of electronic thermostat control. Not all equipment and configurations are supported.

Cameras and monitoring devices

Our cameras and audio monitoring devices are advanced remote monitoring tools – when activated, they constantly monitor for visual and audio triggers. When triggered, the device will send a notification to your Hive app and commence recording until the trigger event has ended, and these recordings will be available to view on and download from your Hive app in accordance with the terms of your plan.

We use sophisticated video and audio monitoring algorithms to do this trigger event detection – they are very good, but they are not perfect, and so we cannot guarantee that they will always detect a trigger event, nor can we promise that they will never mistake some other noise for a trigger event.

We use the Internet to receive the triggers and to send notifications to you – we will do our best to keep our infrastructure running but, even so, there may well be problems which prevent or delay delivery of notifications or performance of any Actions you have set.

For all of these reasons, your device is not a replacement for your own vigilance, nor should it be used in safety-critical applications. Please be sensible and thoughtful in terms of where you place cameras, and respect your neighbours' privacy.

If you miss or fail to make a payment when due, your right to use some of the Hive products and some functionality of the device and app may cease. The full Hive products, device and app functionality will resume when you successfully pay any missed or failed payments. If you are on a plan that includes the ability to store and view recordings, these recordings will remain available only for the period of time after missed or failed payment as specified in your plan.

Interference with products

You must not reverse engineer, decompile, adapt or alter the object code used to provide any Hive product.

Hive Video Playback Membership

Hive Video Playback Membership gives you access to rolling 30-day camera history for up to two Hive View cameras. This access will last for as long as you continue to make your monthly payments.

Hive Video Playback Membership is subject to withdrawal or variation at any time. Where Hive Video Playback Membership is to be withdrawn, we will always try to give you prior written notice (by email) of the withdrawal and any reasons for the withdrawal.

We reserve the right at our sole discretion to refuse any customer from joining Hive Video Playback Membership.

Fair use

Hive Video Playback Membership is intended to support up to two Hive View cameras – your service may suffer if you try to use more than two cameras, and we reserve the right to cancel your plan if you have more than two cameras installed. Hive Video Playback Membership is subject to fair use and we reserve the right to cancel your plan if we think you are storing excessive amounts recordings.

Electronic messages

As part of your Hive service and by entering this Agreement, you are entitled to receive electronic messages from us, such as email or text messages, that update you about your Hive service, our new products or features, or that may notify you about your account or subscription. You can update your communication preferences and unsubscribe through your Hive account, by following the instructions included in the electronic message, or by contacting us as set out above.

Product warranty

Consumer rights

SOME JURISDICTIONS, INCLUDING QUEBEC, MAY NOT ALLOW THE DISCLAIMER OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, SO YOU AND WE AGREE THE FOREGOING WILL APPLY TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BUT YOU MAY HAVE DIFFERENT OR ADDITIONAL CONSUMER RIGHTS BY LAW IN YOUR JURISDICTION.

Limited warranty

All Hive products purchased from us are warranted to be free from defects in materials or workmanship for one year from the date that you pair them with the Hive Hub, provided that you pair them within a reasonable period of time from purchase. If the materials or parts fail to conform to this limited warranty, we will, at our election, either repair or replace them free of charge, or accept termination of your account and provide you with a refund of the purchase price applicable to the period a device fails to conform to this warranty, provided the warranty claim is reported to us within a reasonable time from the failure. This is the sole and exclusive remedy for breach of this limited warranty.

This limited warranty applies to material we provide and repairs we carry out, but it doesn't apply to any other unrelated faults with your central heating system or appliances; errors, modifications, or damage caused by you or third parties; usage outside of personal, indoor, residential applications; failures caused by third-party equipment; failures in Internet connectivity or the performance of your domestic broadband connection; or any Acts of God or other force majeure events not reasonably within our control.

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR DISTRIBUTORS DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE OTHERWISE PROVIDED "AS IS," AND WE MAKE NO WARRANTY OR GUARANTEE THAT THE PRODUCTS WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR THAT ANY NOTIFICATIONS OR ALERTS BY OR FROM THE PRODUCTS WILL BE TIMELY DELIVERED OR DELIVERED AT ALL GIVEN APPLICABLE USAGE CAPS WHICH APPLY. YOU ARE RESPONSIBLE FOR THE RESULTS OBTAINED FROM YOUR INSTALLATION OF DEVICES AND USE OF THE PRODUCTS WHICH YOU USE AT YOUR OWN DISCRETION AND RISK.

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL WE OR OUR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING FROM OR RELATING TO THIS LIMITED

WARRANTY OR YOUR USE OF THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHER CLAIMS FOR LOSS OR DAMAGE TO YOUR HOME, PROPERTY OR BELONGINGS.

Self-installation

You are responsible for the safe and proper installation of all Hive products you order. Please see the product user guides for help on how to do this.

We won't be responsible, and no refund will be given, for any costs, loss or damage that you suffer which are caused by the incorrect installation of your Hive products.

General terms

Personal indoor residential use only

All Hive products are sold for your personal, indoor, residential use only. No other use is authorised. Hive products are not designed or certified for emergency response or other situations where health or safety may be at stake and Hive products should not be relied upon for such purposes. You agree that you will comply with all legal requirements applicable to your use of the Hive products, and you will not use any of our products, including services on our website, to violate our rights or those of any third parties.

Products may vary slightly from their pictures

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a product's display of the colours accurately reflects their colour. Your product may vary slightly in colour and design from those images.

Product packaging may vary

The packaging of the products may vary from that shown on images on our website.

Upgrades

As a user of any Hive product, you are entitled to receive software updates or upgrades for your devices or app, and you may be required to install or allow installation as a condition of continued use of Hive products. Updates or upgrades can be necessary for reasons such as enabling new features, or enhancing security. You consent to receive updates and upgrades to your Hive products automatically through the Internet without obtaining further consent each time. The Hive product software (including any updates or upgrades) may: (i) cause your device to automatically communicate with Hive's servers to deliver the functionality described in the product description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored your Hive product; and (iii) collect personal information as set out in our Privacy Notice. You can withdraw your consent at any time under certain conditions, please contact us as outlined above.

As a condition of our obligations under these terms and conditions, you agree to use our products only as provided herein and to continue to meet the system requirements listed for our products.

We won't be responsible if an update or upgrade affects how your Hive products work if this is caused by your own equipment – such as your smartphone or broadband not supporting the update or upgrade.

Account information

To use Hive products, you will be required to create an online Hive account and provide certain information as prompted. You agree that all required information you submit is truthful and accurate and you will update the information if it changes including your contact information. You are responsible for the use of Hive products by yourself and others, including use of your account, so please use strong passwords and protect the security of your account. If you suspect any unauthorized use or access please report it to us immediately.

General exclusions

You are solely responsible for the following in relation to your use of the products:

- compatibility of your smartphone, tablet, computer or internet browser with Hive products (you can see the minimum system requirements at in the **Product requirements** section above or at hivehome.com/ca/support);

- any subsequent changes made to your central heating system or broadband internet connection that prevent your Hive product from working;
- any costs, loss or damage that you suffer as a result of not using your Hive product in line with our instructions (including any user guides), or by problems caused by your smartphone, tablet, computer, internet browser, or internet connection (rather than the Hive system);
- any costs, loss or damage that you suffer as a result of not keeping your Hive products activated or not maintaining your broadband connection;
- any costs that you incur related to your broadband Internet connection, your mobile phone, your computer, utility bills, or that you incur by exceeding the permitted data limit on your broadband or smartphone;
- any costs, loss or damage that you experience by unauthorized use of your Hive product (e.g. if your smartphone or log-in details are lost or stolen). We advise you to keep your log-in details secret and to use pin protection on your smartphone to prevent unauthorized use of your Hive system. If you believe that someone has gained unauthorized access to your Hive system, you can report this to us at helpcan@hivehome.com and we will do what we can to help you reset your Hive log-in details;
- any loss or damage you experience as a result of you or anyone else altering the radio frequency allocations of your system controls or otherwise tampering with any Hive products;
- any loss or damage you experience following our failure to send you a notification in relation to any Hive product;
- replacing the batteries for your system controls;
- the broadband internet connection to your home; or
- providing a smartphone, computer or internet browser that is compatible with the Hive system.

The Hive website, app and services provided through these may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

Our right to make changes

Changes to the products and terms

We may change any Hive product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement technical adjustments and improvements (these changes will be designed not to affect normal use of any Hive product in normal household use on systems meeting the stated system requirements).

In addition, we may make other changes to the services we provide and the applicable terms, including these terms and conditions and the provisions of your online order form, as well as to our Privacy Notice. If we do, we'll contact you at the email address on file for your Hive account to let you know at least 30 days prior to the effective date of such changes, and you may choose either to end your contract and terminate your account without penalty by letting us know no later than 30 days after the changes take effect, or to continue under the new terms.

Dispute Resolution

These terms are governed by the law in effect in your province or territory of residence at the time you purchased our products.

WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, THIS DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO YOU.

If a dispute arises, you agree that all claims, disputes, or controversies between you and us (including any of our affiliates) of any nature or kind, whether pre-existing, present, or future, that arise from or relate to the use of the Hive products (**Claims**) that cannot be

resolved informally will be resolved by mandatory binding arbitration as described below and will be subject to a one-year period in which to bring such Claim.

Agreement to Arbitrate

Any controversy, claim or dispute arising out of, relating to, or in respect of these terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these terms (a **Dispute**), shall be referred to and determined in a final and binding arbitration, except that: (i) you may assert Claims in a small claims court in Canada if your Claims meet the court's jurisdictional and maximum dollar value requirements; and (ii) any party may pursue Claims and relief in a court of competent jurisdiction and proper venue regarding alleged infringement of intellectual property rights.

EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER PARTY IN CONNECTION WITH THESE TERMS.

Arbitration Fees

The costs and expenses of the arbitrator shall be shared equally between the parties.

Arbitration Rules

The arbitration will be administered by under the rules of ADR Institute of Canada, Inc.'s Arbitration Rules. The arbitration will be conducted in the English language by a single arbitrator with experience in online services. If the parties have not agreed upon the arbitrator within 14 days, the parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator.

Arbitration Process

The validity, interpretation, construction, and performance of these terms shall be governed by the laws of the province or territory in which you reside, without giving effect to its principles of conflict of laws. The seat of the arbitration shall be the same as the provincial or territorial law governing these terms. The arbitration shall be heard in the capital of the seat, unless the parties agree otherwise. A party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial. All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat, and each party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, subject to the requirements for arbitration hereunder, with respect to the terms of, and the transactions and relationships contemplated by, these terms. Notwithstanding this provision, a party to these terms may take such steps as are permitted or required to enforce an award made by an arbitrator. The existence of the arbitration and any element of the arbitration, including any award, shall be confidential. The deemed undertaking rule shall apply. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

You agree that you will not contest venue, and you waive any rights that you may have to initiate, transfer, or change the venue of any litigation arising from or related to these terms.

To the extent permitted by the arbitrator, because appearing in person for arbitration can be unduly burdensome in the circumstances, arbitration hereunder shall not require any personal appearance by the parties or witnesses unless mutually agreed. Either or both parties may participate by written submissions, telephone calls, or other means of remote communication as allowed by the arbitrator.

The arbitration can only decide Claim(s) between the parties involved, and may not consolidate or join the claims of other persons that may have similar claims. There shall be no pre-arbitration discovery except as provided for in the applicable Arbitration rules. The arbitrator will honour claims of privilege recognized by law and will take reasonable steps to protect customer personal information and other confidential or proprietary information.

At the request of any party, the arbitrator shall provide a brief written explanation of the basis for the decision and award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Industry Canada (IC) / FCC Compliance Notice

The Hive products comply with Part 15 of the FCC Rules and with Industry Canada's (IC) licence-exempt RSSs. Operation is subject to the following two conditions:

- These products may not cause interference.
- These products must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

NOTE: This Class B digital apparatus complies with Canadian ICES-003. CAN ICES-3(B)/NMB-3(B). This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

IC / FCC Radiation Exposure Statement

This equipment complies with FCC and IC RF radiation exposure limits set forth for an uncontrolled environment. This equipment must be installed to provide a separation distance of at least 20 cm from all persons.

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