

## **Alert** Terms and Conditions of the Program

### Glossary

**Application refers to:** Desjardins Insurance Home-Auto Application.

**Terms and Conditions refers to:** the Terms and Conditions indicated in the present document.

**We/Us/Our/Ours refers to:** Desjardins General Insurance Inc. in Quebec and Certas Direct Insurance Company in Ontario and Alberta.

**Phone number to call:** for Quebec 1 866 710-4759 or for Ontario and Alberta 1 866 910-4760.

**Program refers to:** Alert Program.

**Roost refers to:** The manufacturer of the detectors Roost inc.

**Alert tab refers to:** Alert tab within the Application.

**You/Your/Yours refers to:** each named insured(s) listed on Your home insurance policy who have downloaded the Application and accepted the Terms and Conditions of the Alert Program.

### 1. INTRODUCTION

Your Participation in the Program is expressly conditioned on Your acceptance of these Terms and Conditions. By downloading the Application and activating the Alert tab or otherwise participating in the Program, You are agreeing to accept and be bound by these Terms and Conditions. Your participation at this Program is completely voluntary. If You do not wish to agree with any part of these Terms and Conditions, You should not activate the Alert tab of the Application and not participate in the Program. See the Program eligibility requirements in section 2.2. You can opt out of the Program at any time (see section 2.4).

We reserve the right to modify these Terms and Conditions or terminate the Program at any time and for any reason (see section 2.8). You can view, at any time, the Terms and Conditions by consulting, in the "More" tab of the Application, the **Terms and Conditions and warranty**.

These Terms and Conditions do not change the Usage Rules set forth in the Apple App Store Terms and Conditions or in the Google Play Terms of Service, whichever apply.

### 2. PROGRAM

## 2.1 About the Program

Alert is a prevention program offered to Our clients with a home insurance policy with Us. In the event of detection of water or freezing, You receive by default alerts by text message on Your smartphone, which allows You to react quickly to limit the damage to Your properties. There is no discount of Your home insurance policy premiums associated with this Program. Receiving one or more alerts on Your smartphone will never be considered as a claim and will not impact any claim You present to Your insurance company. **Important note:** the detectors do not prevent damage to Your property, for example by water, but can limit the amount of damage by notifying You of the detection of water or freezing.

## 2.2 Eligibility Requirements in the Program

- Have a Homeowner, Condominium or Tenants home insurance policy with Us;
- Have a Wi-Fi connected to an Internet service in the insured location(s) where the detectors are located;
- Own a smartphone (iPhone or Android) which is compatible with the Application.

## 2.3 Enrollment in the Program and activation

Download the Application, create an account and activate the Alert tab in the Application. You can also contact Us.

## 2.4 Terminating Participation in the Program

You can end Your enrollment in the Program at any time and for any reason by contacting Us.

## 2.5 Use of the Data Plan of the Smartphone

The Program consumes small amounts of data on Your smartphone because detectors work with the Wi-Fi of the insured location.

## 2.6 Detector(s) installation and Limited Warranty

Install the detector(s) at a strategic location such as near the sink in the kitchen, in the bathroom, near the washing machine, the dishwasher or the water heater. Use Your smartphone to connect the detectors with the Wi-Fi of the insured location(s) to activate them. **Important notice:** If You change Your Wi-Fi at any or all insured locations, You must re-connect the detectors again.

The detectors work with 4 AAA batteries which are included. You will receive an alert when the batteries become low or in case of a defect of a detector.

Any detector which is completely immersed in water will no longer be functional and must be replaced at Your expenses. The Roost manufacturer's Limited Warranty is for one year following the reception date of the detectors, and is subject to exclusions and limitations. The text of the Limited Warranty is available on the Application in the "More" tab, in the Terms and Conditions and Warranty. In the event of malfunctioning or other problems, please contact Us.

You can purchase additional Roost detectors in the Application. Roost detectors can also be purchased elsewhere, for example, directly from the manufacturer.

## 2.7 Using Alert tab on Multiple Smartphones

The Alert tab of the Application can be used on only one smartphone at a time. However, alerts can be transmitted on multiple smartphones simultaneously.

## **2.8 Modification or Terminating of the Program**

We reserve the right to modify these Terms and Conditions or terminate the Program at any time and for any reason.

## **3. PRIVACY**

### **3.1 Protecting Your Privacy**

An important part of Our commitment to provide You with service excellence is Our respect for Your privacy. We are committed to protecting Your privacy and earning Your trust, and understand that You may have concerns about how We use the collected data as referred to in section 3.2. For further details, please refer to sections 3.2, 3.3 and 3.4 below.

The only personal information provided to Our partner Roost is the data collected from the Alert tab of the Application and Your name and Your address for shipping the detector(s). The data transferred to Roost is anonymized to protect Your personal information. Roost will delete Your name and Your address 45 days after confirmation of the order. The data, derived as described in section 3.2, will be used by Roost only for the purpose of improving the performance of the detection system (detectors) and to allow Us to make You benefit of the Alert Program. Neither We nor Roost will collect or use personal information (which includes collected data) or disclose or transfer personal information to any third party except as expressly stated in these Terms and Conditions or as required by law.

### **3.2 Collected data by the Alert tab of the Application**

The Alert tab collects information about the alerts You received:

- Date of alert
- Reason of alert (detection of water, humidity or freezing)
- The moisture content
- Temperature

All collected data is transmitted securely to Roost from the Wi-Fi of the insured location(s). The data collected by Roost is transmitted to Us in a secure manner using an identifier number in order to keep Your personal data confidential. The Alert tab can manage the data of several detectors according to their name as specified in section 2.6.

### **3.3 How Program Information is Used**

The signal from the detectors will be used to generate alerts and prevention messages.

### **3.4 How the collected data Will Not Be Used**

Collected data will not be used to cancel Your policy, or to refuse to renew Your policy, or to increase Your premium. We will not sell or otherwise disclose collected data to any third party except as required by law or as permitted under these Terms and Conditions. We will not use collected data to Your prejudice regarding an insurance claim You have with Us or in any claim that is brought against You.

### **3.5 Licence to use**

Provided that You comply with all of these Terms and Conditions, We grant You a revocable, limited and non-transferrable licence to use the Application on any smartphone that is owned or controlled by You and as permitted by Usage Rules set forth in the App Store Terms and Conditions or the Google Play Terms of Service, whichever is applicable.

## **4. WHO OWNS THE APPLICATION**

### **4.1 Trademarks**

**With the exception of Roost, which is owned by Roost inc.,** We are the owner of all trademarks used in conjunction with the Program, whether in the form of names, images, logos, or icons. These trademarks are used with permission by Us. These trademarks are protected by Canadian laws.

### **4.2 Alert tab**

The Alert tab of the Application is Our property and is provided for the Eligible Named insured who enroll in the Program. We retain all right, title, and interest in and to the Application. You may not reverse engineer, decompile, alter, duplicate, translate, make copies, or create derivative works from the Application and Alert tab, or otherwise attempt to derive the source code of the Application and Alert tab, except to the extent allowed under applicable law. If applicable law permits such activities, any information discovered as a result of these activities must be promptly disclosed to Us as it is deemed to be the confidential and proprietary information of Ours.

## **5. CONSENT/AGREEMENT**

By downloading the Application and activating the Alert tab, You represent that You are the Named insured of Your home insurance policy and that You consent and agree to:

- a) Your participation in the Program;
- b) these Terms and Conditions as they apply to You;
- c) the collection and disclosure to Roost and Us of Your personal information, including collected data, in the manner and for the purposes described in these Terms and Conditions; and
- d) the data retainer and use by Us (including Your Personal Information) and by Roost (except Your personal information), as described in these Terms and Conditions.

## **6. DISCLAIMER OF LIABILITY**

### **Disclaimer of liability about the Alert tab of the Application**

The Application is licensed "as-is", "with all faults" and "as available". Each insured bears all risks of using it. We, on behalf of ourselves, the creator of the Application, distributors of the Application, network operators over whose network the Application is distributed, and each of their respective affiliates and suppliers, give no express or implied warranties, guarantees, or conditions under or in relation to the Application. This includes, but is not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functionality or operation of the Application will be uninterrupted or free from error, that any defects in the Application will be

corrected, or that the Application or the server(s) that make it available are free of viruses or other harmful conditions or components.