

Limited Warranty – Alert Program

The Alert program of Desjardins Insurance provides a Smart Water Leak and Freeze Detector ("Detector"), and notification software ("Services") designed and manufactured by Roost, Inc. ("Roost") to Desjardins Insurance policyholders ("Insured") . The following is to inform on the warranty of the Detector and Services and other key information pertaining to the Alert program.

1 Compatibility

The Detector requires the Desjardins Insurance App installed on a smartphone and Wi-Fi network (2.4 Ghz Wi-Fi band).

2 Industry Canada

CAUTION

Changes or modifications to this unit not expressly approved by Roost could void the user's authority to operate this equipment.

This Detector complies with Industry Canada license –exempt RSS standard (s). Operation is subject to the following two conditions: 1) This Detector may not cause interference and 2) This Detector must accept any interference, including interference that may cause undesired operation of the Detector. Note: 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 the following measure:

- Reorient or relocate the Detector;
- Consult the "Contact us" section in the app for help.

3 Disposal Information

When the batteries in the Detector are no longer functional, please dispose of them properly, following the guidelines in accordance with applicable regulations for your country. In most countries, batteries must be recycled.

4 Mobile Notifications

Mobile notifications are provided for informational purposes only. Accessing information through or in connection with the Services is not a substitute for obtaining the information from observing the situation directly. Desjardins Insurance and Roost make no warranty or representation that use of the Services (alone or with any third-party product or service) will affect or decrease risk of damage to your home or elsewhere. Desjardins Insurance and Roost cannot and do not provide specific information on what to do in an emergency situation in your home or elsewhere. It is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

Desjardins Insurance and Roost cannot and do not guarantee that you will receive notifications within a certain time or at all. While Desjardins Insurance and Roost aim for the Services to be highly reliable and available, Desjardins Insurance and Roost do not offer any specific uptime guarantee for the Services and the Services are not intended to be reliable or available 100% of the time. The apps and Detector software may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Desjardins Insurance's and Roost's control, including issues related to electrical or battery failure, wireless connectivity and service provider and carrier uptime. You will not be entitled to any refund or rebate for such suspensions, interruptions or failures. Desjardins Insurance and Roost are not responsible for (and you are responsible for) any damages allegedly caused by the failure or delay of the apps or Detector software to reflect current status or notifications.

The apps or Detector software will not be accessible without: (i) always-on broadband Internet access and a working Wi-Fi network in your home that communicates reliably with the Detector; (ii) mobile clients such as a supported phone; and (iii) other hardware or software that may be specified by Desjardins Insurance or Roost. It is your responsibility to ensure that you have all required hardware and software and that such hardware and software are compatible and properly configured. The Services may not work as described when the requirements and compatibility have not been met. You are responsible for all fees charged by the providers of such hardware or software in connection with your use of the Services.

5 Detector Limited Warranty

Please note: All claims made under the Detector One-Year Limited Warranty will be governed by the terms set out in this warranty document. You acknowledge that the only warranty that applies to the Detector is Roost's warranty and Desjardins Insurance should not be liable for any claims.

This Limited Warranty is transferable from Desjardins Insurance to the Insured. Roost warrants to the Insured only that the Detector shall be free from defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of receipt of the Detector by the Insured. ("Warranty Period").

To obtain support service, please consult the support section in your Desjardins Insurance App within the "Contact us" section.

5.1 EXCLUSIONS AND LIMITATIONS.

This Limited Warranty applies only to the Detector manufactured by or for Roost that can be identified by the “Roost” trademark, trade name or logo affixed to it. The Limited Warranty does not apply to any (a) Roost products and services other than the Detector, or (b) the Desjardins Insurance App and the related services provided via the Desjardins Insurance App or the Detector.

This Limited Warranty excludes normal depletion and wear or tear, unless failure has occurred due to a defect in materials or workmanship. In addition, this Limited Warranty does not apply to: (a) damage caused by use with non-Roost products; (b) damage caused by abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship; (c) damage caused by operating the Detector outside the permitted or intended uses described by Desjardins Insurance and Roost, or with improper voltage or power supply; (d) damage caused by exposure to excessive heat, humidity, rain, moisture or other liquids or handling, storage or use of the Detector in a manner contrary to Desjardins Insurance and Roost user instructions; or (e) damage caused by service performed by anyone who is not a representative of Desjardins Insurance or Roost. This warranty is void if a Detector is returned with removed, damaged, or tampered labels or any alterations (including unauthorized removal of any external cover).

No Roost reseller, agent or employee is authorized to make any modification, extension or addition to this Limited Warranty.

In no event shall Desjardins Insurance and Roost be liable for (a) loss or damage, which as of the Detector’s purchase cannot be regarded as being caused by Roost’s breach of these warranty terms; or (b) losses caused by the user’s fault.

5.2 IMPLIED WARRANTIES AND CONDITIONS.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty or condition, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from province to province.

5.3 LIMITATION OF DAMAGES.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, Desjardins Insurance and ROOST SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF Desjardins Insurance or ROOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Any limitations of liability in this warranty document shall not apply to death or personal injury

pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) or a culpable breach of major contractual obligations. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

5.4 GOVERNING LAW.

This Limited Warranty shall be governed by and construed in accordance with the laws of Canada. This Limited Warranty gives your specific legal rights which may vary depending on the laws of the Province in which the Detector was purchased. By using the Detector you agree to the terms of this Limited Warranty without objection or addition, and agree that your sole remedy for any disputes over any elements of the Limited Warranty shall be limited to Roost's performance of its obligations under this Limited Warranty.

5.5 SEVERABILITY.

If any term is held to be illegal or unenforceable, it shall be severed from this Limited Warranty and the legality or enforceability of the remaining terms shall not be affected.

5.6 NATIONAL STATUTORY RIGHTS.

Consumers in some jurisdictions may have legal rights under applicable national or federal legislation governing the sale of consumer products, including, without limitation, the Consumer Protection Act in Quebec and the Canada Consumer Product Safety Act. These rights are not affected by the warranties in this Limited Warranty.

Desjardins Insurance refers to Desjardins General Insurance Inc. in Quebec and to Certas Direct Insurance Company in Ontario and in Alberta.