



Hive Terms and Conditions for home customers Canada

September 2017

These terms

If you've bought one of our Hive products, here's everything you need to know about your purchase.

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read these terms and conditions carefully as they will tell you everything you need to know about the terms on which we will deal with each other following your purchase. If you set up a Hive account or use any Hive product you accept these terms and conditions.

Information about us and contact details

We, us or our means Centrica Connected Home Canada, Inc.

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

You can also contact us by calling our customer service team on **1-866-470-9133**.

We are open 8:00 AM-8:00 PM CST Monday to Friday and 8:00 AM-12:00 PM CST Saturday and Sunday.

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.

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 the product is 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.

Complaints

If you have any questions or complaints about any product, please contact us. You can call our customer service team on **1-866-470-9133** or email us at help.CAN@hivehome.com.

We will always try to resolve your complaint as soon as we receive it. Where 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 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.

Our products

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 device's display of the colours accurately reflects their colour. Your product may vary slightly from those images.

Product packaging may vary

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

Product requirements

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

- An existing domestic broadband connection with a spare Ethernet port connection
- An extra power socket close to your broadband router
- An Android, iOS or Amazon smartphone with an up to date operating system if you want to use your mobile to control your Hive products via the Hive app
- An up-to-date web browser to use the online dashboard (IE10+, Chrome, Safari or Firefox)

Our right to make changes

Minor changes to the products

We may change any Hive product:

- to reflect changes in relevant laws and regulatory requirements; and
- to implement technical adjustments and improvements. These changes are unlikely to affect your use of any Hive product.

In addition, we may make other changes to these terms or any Hive product. If we do, we'll contact you to let you know and you can choose to end the contract and receive a full refund before the changes take effect.

Updates to digital content

As a user of any Hive product or app, you are entitled to receive software updates or upgrades for your devices or app. We may update or require you to update or upgrade the Hive app software, provided that the app shall always match the description of it that we provided to you before you installed it.

Product guarantee

One year guarantee

All products purchased from us are guaranteed to be free from defects in materials and workmanship for one year from the date that you pair them with the Hive Hub. Within this one year period, if the products develop a defect in materials or workmanship then we will repair or replace them, at our sole discretion, free of charge.

This guarantee applies to products we provide and repairs we carry out. It doesn't apply to any other unrelated faults with your central heating system or appliances. If the product is no longer available, we may, in our sole discretion, replace the product with one that is available and that contains a similar functionality. You agree that this repair or replacement right is your sole and exclusive remedy in the event of a defect in materials or workmanship.

Disclaimer of guarantee

EXCEPT AS STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTRICA CONNECTED HOME DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT (INCLUDING ANY OF ITS SOFTWARE), INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTRICA CONNECTED HOME ALSO LIMITS THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES AND CONDITIONS TO THE DURATION OF THIS GUARANTEE.

Limitation of Liability

IN ADDITION TO THE ABOVE DISCLAIMER OF GUARANTEE, IN NO EVENT WILL CENTRICA CONNECTED HOME BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE GUARANTEE OR THE PRODUCT (INCLUDING ANY OF ITS SOFTWARE),

AND CENTRICA CONNECTED HOME'S TOTAL OVERALL LIABILITY IN CONNECTION WITH THE GUARANTEE OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS AND LIMITATIONS ABOVE, CENTRICA CONNECTED HOME DISCLAIMS AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSS, LIABILITY OR DAMAGES, INCLUDING TO YOUR HOME, ITS WIRING, THE PRODUCT (INCLUDING ANY OF ITS SOFTWARE), YOUR MOBILE DEVICE AND ALL OTHER ITEMS AND PETS IN YOUR HOME RESULTING FROM YOUR USE OF THE PRODUCT.

Dispute Resolution

EXCEPT WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, you agree:

- not to file or participate in a class action in respect of any product or service sold or made available to you under these terms and conditions; and
- that any controversy, claim or dispute arising out of, relating to, or in respect of these terms and conditions, 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 and conditions (a Dispute), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered by under the rules of ADR Institute of Canada, Inc.'s Arbitration Rules.

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. The seat of the arbitration shall be the Province of Ontario. The arbitration shall be heard in the City of Toronto, unless the parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the parties. 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. 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, this agreement. Notwithstanding this provision, a party to this agreement 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 kept strictly 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. The parties agree to not contest the venue, and the parties waive their rights to initiate, transfer, or change the venue of any litigation arising from or related to this agreement.

Self installation

If you have bought any Hive product, you are responsible for installing it. Please see the product user guide 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 is caused by the incorrect installation of your Hive product.

General conditions

Personal use only

All Hive products are sold for personal use only and must not be resold.

Upgrades

As a user of any Hive product or app, you are entitled to receive software updates or upgrades for your devices or app. You agree that we may update your Hive products without telling you first. We won't be responsible if an upgrade affects how your Hive products work if this is caused by your own equipment (such as your phone or broadband) not supporting the upgrade.

Who can benefit from these terms and conditions?

Nobody other than you can benefit from these terms and conditions.

Changes to these terms and conditions

If we need to change these terms and conditions, we will put the changes on our website at hivehome.com. If the changes are significant, we will let you know in writing.

Law

EXCEPT WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, these terms and conditions are governed by the laws in effect in the Province of Ontario.

General exclusions

We won't be responsible and no refund will be given if:

- your broadband internet connection to your home is not sufficient to support your Hive product;
- your mobile phone, computer or internet browser is not compatible with Hive products (you can see the minimum system requirements at in the **Requirements** section above or at hivehome.com/ca/support); or
- any subsequent changes made to your central heating system or broadband internet connection prevent your Hive product from working.

We won't be responsible for the following:

- 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 mobile phone, computer, internet browser or internet connection (rather than the Hive system);
- any costs that you incur by exceeding the permitted data limit on your broadband or mobile phone;
- any loss or damage caused by downloading or upgrading the software connected to any Hive product unless this is caused by us;
- any costs, loss or damage that you experience by unauthorised use of your Hive product (e.g. if your mobile phone 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 mobile phone to prevent unauthorised use of your Hive system. If you believe that someone has gained unauthorised access to your Hive system, you can report this to us on **1-866-470-9133** 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;
- any loss or damage you experience following our failure to send you a notification in relation to any product;
- replacing the batteries for your system controls;
- the broadband internet connection to your home; or
- providing a mobile phone, computer or internet browser that is compatible with the Hive system.

The Hive website, mobile application 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. During maintenance, the remote control function may not be available but you can still control your heating using the thermostats in your home.

Industry Canada (IC) / FCC Compliance Notice

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

- This device may not cause interference.

- This device 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.

Radio Frequency Exposure

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 20cm from all persons.

Cancellation

How you can cancel

You are entitled to cancel this agreement and request a refund.

If you bought from us directly

If you bought your Hive product directly from the Hive website you can cancel this agreement up to 14 days after the day you receive your Hive product. This is called your 'cooling off period'. To cancel your Hive product, you can call our customer service team on **1-866-470-9133** or email us at help.CAN@hivehome.com to confirm your cancellation. Your notice of cancellation is confirmed as soon as you send it by email or call us.

If you bought from a retailer

If you bought your Hive product from one of our retail partners, you should contact the store you purchased it from. Please return your product in its original box and condition along with your proof of purchase to the store that you bought it from. You must return the Hive product in accordance with the retailer's returns policy.

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