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## **Privacy Policy for the Fernsby Website**

This Privacy Policy describes the privacy policies and practices of Fernsby Geothermal Limited, Fernsby Comfort Tech Limited, Fernsby Smart Home Limited and The Shared Equity Investment Corporation operating as Fernsby Financial (collectively, “Fernsby,” “we,” “us,” or “our”). Our website [www.fernsby.com](http://www.fernsby.com) (“Website”) is designed to familiarize you with Fernsby, and it also provides useful information regarding our product offerings and services. To learn more please use one of the options provided on this Website to Contact Us.

### **Privacy Policy**

#### **Introduction**

Fernsby takes privacy seriously. The purpose of this Website Privacy Policy (“Privacy Policy”) is to inform you of how Fernsby may collect, use, and share your personal information when you interact with our Website. This Privacy Policy also describes your choices about the collection, use and disclosure of information collected in connection with our Website.

Please read this Privacy Policy carefully before you interact with our Website. By using our Website, you agree to this Privacy Policy. We may revise and update this Privacy Policy from time to time in our sole discretion. When we do, we will let you know by appropriate means such as by posting the revised policy on this page with a new “revise and posted” date at the top of this page. Any changes to this Privacy Policy will generally become effective when posted unless indicated otherwise, and your subsequent use of the Website constitutes agreement to the updated policy. Notwithstanding the above, we will send you a notice of any material changes to our Privacy Policy and/or ask for your consent when required by applicable law.

Please note that this Privacy Policy does **not** apply to: (1) the Fernsby smart home applications for android and/or ios devices – please see our Privacy Policy for the Fernsby App below; (2) our collection, use, disclosure or other processing of personal information in connection with subscribing, purchasing, or otherwise engaging with our products and services, which will be subject to product-level privacy notices, policies and customer consents, including our Privacy Notice – Residential HVAC & Water Heater Rentals and our Down Payment Program Privacy Notice & Consent; or (3) the policies or practices of affiliated companies not listed above.

#### **Personal Information**

##### **How We May Collect and Use Personal Information**

When you use our Website, we may collect and use personal information (i.e. information that identifies you, or may reasonably be associated with you). This personal information may include information you voluntarily provide to us, such as your name, email address, telephone number, home or other physical address, and other categories of personal information we set out below.

- **Information Submitted via our Website:** We may require you to register for access to certain information on our Website. At such time, we may request certain personal information such as your name, mailing address, telephone number, and email address. You can also communicate with us via the “Contact Us” feature on our Website, in which case we will collect your name, email address, phone number, Postal Code, and the

contents of your communications, which will be used to respond to your communications. In addition, you may submit a request for information regarding our Down Payment Program via our Website. In such case, you will be asked to provide certain information that is relevant to your potential eligibility for that program, including information regarding your target purchase area and timeline for completing a home purchase, as well as financial information related to your potential home purchase. Personal information submitted in connection with the Down Payment Program will be handled in accordance with our Down Payment Program Privacy Notice.

- **Marketing Communications:** When you purchase our products or services, or sign-up to receive marketing communications, we may use your contact information to contact you via telephone or email, including to send you tailored communications about our products, service offerings and promotions. We may also send you information about products and services of third parties that may be of interest to you, where you have consented to receive such messages.

You can opt -out of receiving future marketing and promotional communications at any time by contacting our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com).

- **Survey and Customer Research:** From time to time, we (or a third party on our behalf) may offer you the opportunity to participate in one of our surveys or customer research. We may collect certain personal information such as your name, email address and your responses to the survey questions. The information obtained through our surveys and customer research is used in an aggregated, non-personally identifiable form to help us understand our customers and to improve our Website, marketing, customer service and products. Aggregated survey results and individual responses may also be posted on our Website and social media pages, without your name or contact information.
- **Customer Service:** When you contact us with a comment, question or complaint, you may be asked for information that identifies you (such as your name, address and a telephone number) along with additional information we need to help us promptly answer your question or respond to your comment or complaint. We may retain this information to assist you in the future, to improve, test, and monitor the effectiveness of our Website, products and services, and to enhance your experience with our Website, products and services. We also use personal information to establish and manage our relationship with you and provide quality customer service.
- **Careers:** If you visit the career section of the Website, we (or one of our affiliates on our behalf) may also collect information you provide on applications (such as that contained in a resume, cover letter or other similar employment-related materials) when you upload your application or otherwise communicate with us electronically. We will use your personal information in connection with your employment inquiry, any application for employment you submit, obtaining background information about you and to process and respond to your application for current or future employment opportunities.
- **Other:** We may use personal information for any purpose otherwise required or permitted by applicable law.

## How We May Share Personal Information

To the extent permitted by law, your personal information that we collect may be shared with the following categories of third parties:

- **Service Providers:** Your personal information may be shared with (or otherwise made available to) our affiliates and other third parties who provide services on our behalf. For example, we use service providers to provide services such as maintaining and providing services related to our Website, hosting our job application form, collecting and analyzing customer satisfaction data, and sending electronic mail or other functions related to our business and services. Our service providers are given the information they need to perform their designated functions and are not generally authorized to use or disclose personal information for their own marketing or other purposes. However, service providers that send, administer or analyze customer surveys are permitted to use, transfer, disclose and sell aggregated and de-identified information for their own purposes, provided that they take steps to ensure that individual customers cannot be identified through the use of that data.

Your personal information may be maintained and processed by us, our affiliates and other third-party service providers in Canada, the U.S. or other jurisdictions. In the event personal information is transferred to the U.S. or other foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts (or related parties), law enforcement and governmental authorities in accordance with those laws. If you are located in Canada, you may contact our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com), to obtain written information about our policies and practices with respect to service providers (including affiliates) outside Canada, or to ask questions about the collection, use, disclosure or storage of personal information by such service providers and affiliates outside Canada.

- **Affiliated Companies:** Fernsby Geothermal Limited, Fernsby Comfort Tech Limited, Fernsby Smart Home Limited and The Shared Equity Investment Corporation operating as Fernsby Financial may share your personal information with each other, to the extent necessary to respond to your enquiries (including any request for information regarding our Down Payment Program), or facilitate the provision of other products or services that you have requested/purchased. We may also share your personal information with each other and with other affiliates, such as those involved in land development and building and marketing of residential communities, for marketing and customer research purposes. Without limiting the above, our affiliates may provide you with information regarding their products and services if you have requested or consented to receive such information.

You have the opportunity to “opt-out” of having your personal information shared with affiliates for non-essential purposes, including marketing purposes, at any time. You may opt-out or change your previous election by contracting our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com). If you do not wish to be contacted by our affiliated companies about products and services they offer, you may change your election by sending a request to our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com).

- **Sale of Business:** We may disclose your personal information to third parties in connection with financing that we seek or in connection with a prospective or completed business transaction, including a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of Fernsby or as part of a corporate reorganization or stock sale or other change in corporate control.
- **Legal/Compliance:** Fernsby, its affiliated companies, and its Canadian, U.S. and other foreign service providers may provide your personal information in response to a search warrant or other legally valid inquiry or order, or to another organization for the purposes of investigating a breach of an agreement or contravention of law or detecting, suppressing or preventing fraud, or as otherwise required or permitted by applicable law. Your personal information may also be disclosed where necessary for the establishment, exercise or defense of legal claims and to investigate or prevent actual or suspected loss or harm to persons or property, to the extent permitted by applicable law.

### **Links to Other Websites**

Our Website may contain links to other sites that we do not own or operate, including social media websites. Also, links to our Website may be featured on third party websites on which we advertise. Except as provided herein, we will not provide any of your personal information to these third parties without your consent. We provide links to third party websites as a convenience to the user. These links are not intended as an endorsement of or referral to the linked websites. The linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. We do not have any control over such websites, and therefore we have no responsibility or liability for the manner in which the organizations that operate such linked websites may collect, use or share, secure and otherwise treat your personal information. This Privacy Policy does not address the privacy and data security practices of any third parties.

### **Social Media**

We may offer you the opportunity to engage with our content on or through third-party social media websites, plug-ins and applications, including LinkedIn, Facebook, Instagram, YouTube, Google and Pinterest. When you engage with our content on or through third-party social networking websites, plug-ins and applications, you may allow us to have access to certain information associated with your social media account (e.g., name, username, email address, profile picture, gender) to deliver the content or as part of the operation of the website, plug-in or application. These social media services are capable of tracking your browser across other sites and building up a profile of your interests, which may impact the content and messages you see on other websites you visit. We are not responsible for the privacy and data security practices of social media platform providers. Any personal information that you provide through social media platforms will be subject to the privacy policy of the platform operator, and not this Privacy Policy.

## **Cookies and Other Analytics**

### **Visiting our Website**

We and/or our service providers collect IP (Internet protocol) addresses from all visitors to the Website and other related information such as page requests, location, browser type, operating system and average time spent on our Website. This information is used to help us understand our Website activity, and to monitor and improve the Website.

### **Cookies**

We use cookies and other online tracking tools on our Website. Cookies are downloaded by your internet browser the first time you visit the Website. The next time you visit the Website from the same device, the cookie and the information stored in it is either sent back to the site that generated it (first-party cookie) or to a different website to which it belongs (third-party cookie).

We use certain cookies, pixel tags and other technologies to help us understand how you use the Website. More specifically, our Website uses social media cookies, performance cookies, functional cookies, and certain strictly necessary cookies. Using such cookies on our Website provides benefits to you, such as allowing you to maintain your last visit activity for saved products as well as previously selected preferences (e.g., language, location). The use of cookies also allows us to measure website activity to provide a better user experience. Cookies and other tools may also be used to track your activity and tell us additional information about the use of the Website, including, without limitation, the time and length of your visit, the device type, geolocation, the pages you look at on our Website, the website you visited just before coming to ours, and the name of your Internet browser. Cookies and other technologies are also used in connection with social media plug-ins and applications (see more information above) as well as Google Analytics (see below). Information collected via cookies is shared with, or collected on Fernsby's behalf by, our affiliates and our social media and data analytics partners. To learn more about how this Website employs cookies, or to opt-out of non-essential cookies, please contact our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com).

Please note that we have no control over the cookie settings of websites you visited before visiting our Website. However, if you do not want information collected through the use of cookies, most browsers allow you to reject cookies.

### **Google Analytics**

We may use third parties, such as Google Analytics, to collect the data described above. To learn more about how Google collects and processes data and the choices Google may offer to control these activities, you may visit:

- <https://www.google.com/intl/en/policies/privacy/partners>; and
- <https://support.google.com/analytics/topic/2919631>

## **Do Not Track Signals**

Fernsby does not monitor or follow “Do Not Track” (DNT) signals, in part due to uncertainty and inconsistency regarding the DNT standard, and therefore handles all user information consistent with this Privacy Policy.

## **Confidentiality**

Fernsby has implemented reasonable administrative, technical and physical measures in an effort to safeguard the personal information in our custody and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee that personal information that you transmit on or via the Website will be totally secure, including financial information provided to us in connection with a request for information regarding our Down Payment Program. We will make legally required disclosures about any compromise of your personal information. To the extent applicable law allows for such notification via email or posting on the Website, you agree to accept notice in that form. Fernsby restricts access to your personal information on a need-to-know basis to employees and authorized service providers who require access to fulfil their job requirements. Fernsby may disclose personal information about you as required or permitted by law for such purposes as protecting against fraud, resolving consumer disputes or inquiries, reporting to consumer reporting agencies, judicial process, or subpoena.

## **Data Retention**

We retain personal information for as long as we reasonably require it for the purposes that it was collected, or for legal, auditing or compliance requirements. When we no longer have a legitimate reason to keep your personal information, we securely delete or destroy it. In determining data retention periods, Fernsby takes into consideration applicable laws, contractual obligations, and what we reasonably believe are your expectations and requirements. Note that if you consented to allow the disclosure of your personal information to a non-affiliated third party, we will not be able to take any action with respect to deletion / disposal of personal information under the control of such third party and you will need to submit your request directly to that third party.

## **Children**

Our Website is intended for a general audience and is not intended or permitted for use by children. We do not knowingly collect personal information from children under the age of 16. In the event that we learn that we collected personal information from a child under age 16 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from a child under 16, please contact our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com).

## **Your Choices and Access Rights**

You may have the right under applicable law to make certain requests about the personal information we collect or maintain about you, and who we disclose it to. If you request

information regarding the personal information that we maintain about you, we will fulfill your request as required by applicable law. This may include the following:

**Request for Disclosure of Use.** You may have the right under applicable law to be informed as to whether we hold personal information about you, to request information regarding the existence, use and disclosure of your personal information, and to obtain an account of the use that has been made of your information and the third parties to which it has been disclosed. You may also have the right to a copy of the following:

- (1) The categories of personal information we collected about you;
- (2) The categories of sources from which the personal information is collected;
- (3) The business or commercial purpose for collecting or selling the personal information (if applicable);
- (4) The categories of third parties with whom we share personal information; and
- (5) The specific pieces of personal information we have collected about you.

**Request for Deletion of Personal Information.** You may have the right under applicable law to request that we delete your personal information (or correct inaccuracies). Note that deletion requests are subject to certain limitations, for example, we may retain personal information as permitted by law, such as for recordkeeping purposes, to maintain an active account, and to process transactions and facilitate customer requests.

**Request Not to Disclose Personal Information.** You may have the right to ask us not disclose your personal information to third parties. To submit such a request, please contact us by emailing our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com). Please note that we may continue to share your personal information with our affiliates, service providers, or others for essential purposes or as required/permitted by applicable law.

**Request for Information Regarding Foreign Service Providers.** If you are located in Canada, you may contact our SVP Legal at [privacy@fernsby.com](mailto:privacy@fernsby.com), to obtain written information about our policies and practices with respect to service providers (including affiliates) outside Canada, or to ask questions about the collection, use, disclosure or storage of personal information by such service providers and affiliates outside Canada.

**Access and Correction Rights.** You may ask to access, correct and update your personal information, subject to certain restrictions and limitations pursuant to applicable laws. You will be required to provide appropriate proof of identity if you request access to your personal information.

To exercise any of these rights, please contact us by using any of the methods set forth in the Contact Us section below. We will respond as required by applicable law and as otherwise deemed appropriate in our reasonable discretion under the circumstances.



## **International Data Transfers**

Fernsby provides products and services to customers in Canada, and we follow applicable privacy, data protection and consumer protection laws of Canada and its individual provinces and territories.

The personal information you submit to Fernsby will be transferred to the United States or other foreign jurisdictions for the purposes described above, including:

- (1) fulfilling a request you submit to us for information about our product offerings and services;
- (2) implementing pre-contractual measures at your request (such as processing your request for information regarding the Down Payment Program); or
- (3) enabling the performance of a contract you enter into with Fernsby.

Please note that information transferred or stored outside the country where you are located may be accessible to courts, law enforcement and national authorities in such other jurisdictions.

## **Contact Us**

Please contact us if:

- you have any questions or comments about this Privacy Policy or our collection of your personal information,
- you would like to request a copy of any of our product-level privacy notices, policies and customer consents, including our Privacy Notice – Residential HVAC & Water Heater Rentals and/or our Down Payment Program Privacy Notice & Consent,
- you wish to access, update, and/or correct inaccuracies in your personal information,
- you wish to opt-out of non-essential uses or disclosures of your personal information, including to opt-out of receiving marketing communications, or
- you otherwise have a question or complaint about the manner in which we or our service providers handle your personal information.

You may contact our SVP Legal by email at: [privacy@fernsby.com](mailto:privacy@fernsby.com), or by mail at the following address:

66 Wellington Street West,  
TD Bank Tower, Suite 5500,  
Toronto, ON  
M5K 1G8

*Last updated July 20, 2021*

## **Privacy Policy for the Fernsby Smart Home App**

### **Purpose**

Your privacy is important to Fernsby Smart Home Limited (“Fernsby”). We developed this Privacy Policy to provide you with information on how we process your Personal Information (as defined below) when you use:

- the Fernsby smart home applications for android and/or ios devices (together “The App”) and associated services (“Services”); and
- Fernsby and 3<sup>rd</sup> party devices that are compatible with the App and Services (“Products”).

By downloading The App you agree to this Privacy Policy for the Fernsby App (“Privacy Policy”) and consent to the collection, use, storage, disclosure and other processing of your Personal Information as described in this Privacy Policy.

Other Fernsby websites, apps, product offerings and services that do not include a link to this Privacy Policy and include a link to a different Privacy Policy are governed by that Privacy Policy.

Please read our “End User License Agreement” (“EULA”) and other feature oriented “Terms of service”, named in this document “Terms”, which describes the terms under which you use The App and Services.

### **INFORMATION WE COLLECT**

“Personal Information” is information relating to an identified or identifiable individual.

Fernsby must receive or collect some Personal Information to operate, provide, improve, understand, customize, support, and market The App and Services, including when you install, access, or use The App and Services. The types of information we receive and collect depend on how you use The App and our Products and Services.

### **Information you provide**

#### **1. In relation to The App and Services**

We receive and store any information you knowingly provide to us when you use The App and/or create or use your Fernsby Account. For example, through the onboarding process and/or through your account settings, we may collect Personal Information such as your name, email address, address, phone number, location name, location including geo-fence or geofence in or out events, group and device names.

When connecting your Products, we collect information you provide such as the names of your rooms and the names of your Products (and any Personal Information you include when naming your rooms and Products).

In other contexts of The App and Services, we may collect and/or process device location names, device or group images, configuration details, and third-party account credentials (for example, when you use plugins compatible with The App and Services, which have their own credentials).

If you provide your third-party account credentials to us, you understand some content and/or information in those accounts may be transmitted into your Fernsby Account. We will not accept to receive more information than we need to execute our part from the integration with the Third-Party Service provider and note that the third-party information transmitted to our Products and Services is covered by this Privacy Policy.

If you have provided us with a means of contacting you (outside The App), we may use such means to communicate with you. For example, we may send you updates about our Products and Services, informational updates, surveys or promotional offers (only on our own behalf) or communicate with you about your use of The App, the Products and Services. If at any time you decide you do not want to receive promotional communications from us, you can indicate your preference by clicking ‘unsubscribe from this list’. As a Fernsby user, you have the possibility to opt in/out (consent) for additional information about our product offerings, services, and special offers (Direct Marketing). Please note that you may not be able to opt out of certain messages from us, especially messages related to important updates or notifications related to your Privacy Rights or service-level communications that we deem relevant to your use of The App, Products or Services.

## 2. In relation to Customer Care Service

In order to provide you with technical assistance, as defined in the EULA, we may need to analyze part of the data you have knowingly provided to us, or our third party service provider, by subscribing and using The App and Services. You may also be required to provide us (or our service provider) with additional information related to your use of the App and our Products and Services, as part of the Customer Care Service. Our Customer Care Service may involve collection of logs and data from the Products, as well as temporary access for the Customer Care Agent to your data (based on your explicit recorded consent) and your contact details so we can provide you with technical assistance. For example, you may send us an email with information relating to The App’s performance or other issues and we will contact you via email or direct call to offer the technical solution or support.

### Automatically collected information

#### 1. Sensor Data

Sensor Data is information that a Product detects and gathers from your home, such as the level of temperature, humidity and noise, door and window contact status, presence of water, motion in your rooms, and door lock status. You will be able to access such data using The App, and can also adjust your settings for temperature, humidity or noise.

## 2. Device, usage and log information

We also collect information on our servers, logs and databases about your use of The App, Products and Services, like diagnostic, and performance information (whether usage is via The App, our plug-in, third-party service, connecting a physical device to The App and Services, connecting a third-party service to The App and Services, or otherwise).

This includes information about: diagnostic, crash, website, and performance logs and reports on The App and Services. This includes information like hardware model, operating system information, battery level, signal strength, app version, browser information, and mobile network, connection information including SIM-Serial Numbers, language and time zone, and IP address, device data traffic operations information, features you are requesting or interacting with and identifiers associated with The App, Products or your Account.

We also collect certain information that your mobile device sends when you use The App and Services, like device identifier, user settings, location information, mobile carrier, and the operating system on your device. See below under “Services via mobile applications” for more information.

You may be able to change the preferences on your application or device to prevent or limit your device’s acceptance of cookies, but this may prevent you from taking advantage of some of our features. We don’t use other cookies except the necessary ones, to be able to offer basic features of our Platform.

## 3. Location information

We collect device location information if you use The App location features – geofence, like when you share your location with other users from your Fernsby Account, to facilitate user interaction within The App or to view locations nearby. We will use location information also for diagnostics and troubleshooting purposes such as if you are having troubles with The App’s location features. We use various technologies to determine location, including IP, GPS, Bluetooth signals, and information about nearby Wi-Fi Access Points, or provided by mobile devices in use.

In addition, The App will collect information regarding whether you are at home, away from home, using night mode, or on vacation, if you choose to use these features.

## 4. Cookies and similar technologies

We use cookies to operate and provide The App and Services, for you to take full advantage of The App features. Additionally, we may use cookies to remember your choices, like your language preferences, to provide a better experience. We also collect data from users about their usage. The purpose for processing this analytical information is to understand how our customers interact with The App, Services and Products, so we can enhance the user experience and functionality of our products, apps and services.

Here are examples of third-party providers of analytics and similar services we currently use, providing anonymized and aggregate information, so you cannot be individually identified:

- **Azure Application Insights:** Azure Application Insights is used to help us better understand usage of our Products and Services to improve user experience. Azure Application Insights is a Microsoft service.
- **Crashlytics (Fabric):** Crashlytics is used to help us better understand usage of The App (android) to improve user experience and to identify and resolve the root causes of app crashes.
- **Pingdom (Solarwinds):** Pingdom is used for Uptime monitoring tests the availability of The App and servers.

### Third-party information

We work with Third-Party Service providers to help us operate, provide, improve, understand, customize, support, and market The App, and our Products and Services. For example, we work with companies to develop our apps, provide our infrastructure, Platform delivery, and other systems, supply location, maps, and places information, help us understand how people use The App and our Products and Services, market The App and Services, and help with customer support services. These companies may provide us with information about you in certain circumstances; for example, app stores or customer support may provide us with reports to help us diagnose and fix issues.

### HOW WE USE INFORMATION

We acquire, hold, use, and process Personal Information about users of The App for a variety of business purposes, including:

#### 1. To provide products, services, or information requested

Fernsby may use information about you to fulfill your requests for Products, Services, or assistance in using The App, Products and Services (including information about potential or future apps, Products and Services), including to:

- Manage your Account;
- Respond to questions, comments, and other requests;
- Provide access to certain areas, functionalities, and features of The App and our Products and Services;
- Contact you to answer requests for customer support or technical support.

## 2. Administrative purposes

Fernsby may use Personal Information about you for its administrative purposes, including to:

- Measure interest in Fernsby's Products and Services;
- Develop new Products and Services;
- Ensure internal quality control;
- Monitor and analyze trends, usage and activities in connection with The App and Products;
- Verify individual identity;
- Send emails to the address you provided to verify/ validate your Account and for informational and operational purposes, such as Account management, customer service, system maintenance, and changes to this Privacy Policy;
- Enforce our "EULA" and "Terms".

## 3. Marketing & communication purposes

Fernsby may use Personal Information to provide you with materials about offers, products and services that may be of interest, including new features or services. We may provide you with these materials by email, where you have opted-in to receive such messages, or directly in The App and Services as permitted by applicable law. Such uses include:

- To notify you about new features, offers, products, and services that may be of interest to you in The App and Services;
- To provide Services to you;
- For other purposes disclosed at the time that you provide Personal Information, with your consent; and
- Provide information regarding products and services offered by our affiliates, if you have opted-in to receive such information.

You may contact us at any time to opt out of the use of your Personal Information for non-essential purposes, including marketing purposes.

Please note that Fernsby does not respond to "Do Not Track" signals or similar mechanisms transmitted by web browsers. Do Not Track ("DNT") is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services.

#### 4. Research and development purposes

Fernsby may perform research via surveys. All survey responses are voluntary, and the information collected will be used for research and reporting purposes to help us better serve you by learning more about your needs and the quality of The App and the Products and Services we provide. The survey responses may be utilized to determine the effectiveness of our Services. If you participate in a survey, the information given will be used along with that of other study participants.

#### 5. Services via mobile applications

We provide Services that are specifically designed to be compatible and used on mobile devices. We will collect certain information that your mobile device sends when you use The App and Services, like device identifier, user settings, location information, mobile carrier, and the operating system on your device. Mobile versions of The App and Services require that users log in with an Account. In such cases, information about the use of The App may be associated with Accounts.

#### 6. Anonymous and aggregated information use

Fernsby may use Personal Information and other information about you to create anonymized and aggregated information, so you cannot be individually identified, such as de-identified demographic information, de-identified location information, information about the computer or device from which you access The App and Services, or other analyses we create. Anonymized and aggregated information is used for a variety of functions, including the measurement of visitors' interest in, and use of various portions or features of The App and Services. When information is anonymized or aggregated, there is no serious possibility that any individual could be identified through the use of that information, alone or in combination with other information. Accordingly, it is not Personal Information, and Fernsby may use such information in a number of ways, including research, internal analysis, analytics, and any other legally permissible purposes. We may share this information within Fernsby and with Third Parties for our or their purposes in an anonymized or aggregated form that does not allow any of the recipients to identify you personally, as an individual.

#### 7. Safety and Security

We verify your accounts and activity and promote safety and security on and off The App and Services, such as by investigating suspicious activity or violations of our Terms, and to ensure The App, Products and Services are being used legally and appropriately.

#### 8. Third-party websites

Our App and Services may contain links to Third-Party websites, and some Third-Party websites may also reference or link to The App and Services. These other domains and websites are not controlled by us, and Fernsby does not endorse or make any representations about Third-Party websites. We encourage our users to read the privacy policies of each website and application with which they interact. We do not endorse, screen or approve, and are not responsible for the

privacy practices or content of any Third-Party websites or applications. Visiting these Third-Party websites or applications is at your own risk.

## 9. Other uses

Fernsby may use Personal Information for other purposes permitted by applicable law, including where the information may be useful in the investigation of a breach of law, the information is used for the purposes of acting in respect of an emergency that threatens an individual's life, health or safety, or the information will be used for other purposes that were disclosed to you at the time you provided your Personal Information (with your express or implied consent, pursuant to applicable laws).

### INFORMATION YOU AND WE SHARE

You share your Personal information as you use and communicate with other users from your Fernsby Account or with Third-Party Service Providers, through The App and Services, and we share your information:

- to help us operate, provide, improve, understand, customize, support, and market The App and our Product and Services, or
- to comply with legal obligations, or
- to protect or defend our rights, property or security of Fernsby, as permitted by applicable law, or
- with Third-Party Service Providers and affiliates.

#### 1. Information shared with our service providers and affiliates

We may engage Third-Party Service Providers to work with us to administer and provide The App, Products and Services. Such Third-Party services include app development and customer service. These Third-Party Service Providers have access to your Personal Information only for the purpose of performing services on our behalf and are expressly obligated not to disclose or use your Personal Information for any other purpose.

Fernsby has executed appropriate contracts with the Third-Party Service Providers that prohibit them from using or sharing Personal Information except as necessary to perform the contracted services on our behalf or to comply with applicable legal requirements.

#### Information shared with affiliates

Fernsby may share Personal Information with our affiliates for their internal business purposes or to provide you with a Product or Service that you have requested. Fernsby may also provide Personal Information to affiliates with whom we may jointly offer products or services, or whose products or services we believe may be of interest to you, if you have consented to receive such messages. In such cases, our affiliate's name will appear, along with our company name in the relevant messages.



## 2. Disclosures to protect Fernsby or others (e.g., as required or permitted by law)

We may access, preserve, and disclose your Personal Information, including Account information and content, to the extent permitted by applicable law, if we believe doing so is required or appropriate to:

- comply with law enforcement, national security requests or other legal process, such as a court order or subpoena;
- respond to your requests;
- protect the rights, property, or safety of you, us and others;
- to enforce Fernsby policies or contracts;
- to collect amounts owed to Fernsby;
- when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation or prosecution of suspected or actual illegal activity; or
- if disclosure is otherwise necessary or advisable and permitted by applicable law.

In addition, from time to time, server logs may be reviewed for security purposes – e.g., to detect unauthorized activity on the The App. Server log data containing IP addresses may be shared with law enforcement bodies in order that they may identify users in connection with their investigation of the unauthorized activities, to the extent permitted by applicable law.

## 3. Merger, Sale, or Other Asset Transfers.

If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets or shares, or transition of service to another provider, then your information may be transferred or disclosed as part of such a transaction, in accordance with any applicable legal requirements.

## INTERNATIONAL TRANSFERS

All Personal Information collected via or by The App and Services may be stored anywhere in the world, including but not limited to, the United States, the European Union, in the cloud, on our servers, on the servers of our affiliates or the servers of our service providers. Your Personal Information may be accessible to courts, law enforcement or national authorities pursuant to a lawful request or order. By providing information to Fernsby, you consent to the storage of your Personal Information in these locations.

You may contact us, as described below, to obtain written information about our policies and practices with respect to service providers outside Canada (including any affiliates that provide

services to Fernsby), or to ask questions about the collection, use, disclosure or storage of personal information by such service providers and affiliates outside Canada.

## DATA RETENTION

Fernsby retains the Personal Information we receive as described in this Privacy Policy for as long as you use The App and Services or as necessary to fulfill the purpose(s) for which it was collected, including to provide The App and Services, resolve disputes, establish legal defenses, conduct audits, enforce our agreements, and comply with applicable laws.

Accordingly, we will only store information until it is no longer necessary to provide The App and Services (or until the storage time limit is reached, if sooner), comply with our contractual obligations, or protect our legal interests. This is a case-by-case determination that depends on things like the nature of the information, why it is collected and processed, and relevant legal or operational retention requirements. However, we will generally retain information regarding deleted accounts for no longer than two years, absent any legal obligation to retain the information for a longer period (such as a “litigation hold”).

## CHILDREN’S PRIVACY

The App and Services are not directed to children under 18 years of age, and Fernsby does not knowingly collect Personal Information from children under 18 years of age. If you learn that your child has provided us with Personal Information without your consent, you may alert us at [smarhome@fernsby.com](mailto:smarhome@fernsby.com). If we learn that we have collected any Personal Information from children under 18, we will promptly take steps to delete such information and terminate the child’s Fernsby Account.

## MANAGING, ACCESSING AND DELETING YOUR INFORMATION

If you would like to manage, change, limit, or delete your information, you may use the following alternatives:

- The App and Account Settings. You can change your settings to manage certain information related to The App.
- Deleting Your Fernsby User Account. You may ask your Platform Account Administrator to delete your User account at any time or you may contact us at [smarhome@fernsby.com](mailto:smarhome@fernsby.com) to do it for you. Please note that some information may remain in our records after your deletion in order to meet certain business needs (where permitted by applicable laws) and / or comply with retention requirements. We may also use any anonymized or aggregated data derived from or incorporating your Personal Information after your account is updated or deleted, but not in a manner that would identify you personally.

Depending on applicable law, you may also have the right to access, update or correct information about you that we hold, which you cannot access or amend directly via The App or your Account. You may submit a request for such access or rectification by contacting us, as described below. In such case, you may be required to provide proof of identity.

## UPDATES TO OUR POLICY

We will notify you before we make any material changes to this Privacy Policy, and will obtain your consent to any such changes where required by applicable law.

## CONTACT US

Please contact our SVP Legal at [smarhome@fernsby.com](mailto:smarhome@fernsby.com) or write to us at the mailing address provided below, if:

- you have any questions or comments about this Privacy Policy (including questions about our service providers outside Canada),
- you wish to access, update, and/or correct inaccuracies in your Personal Information, which you cannot access or amend directly via The App or your Account,
- you wish to opt-out of marketing communications or other non-essential uses of your Personal Information, or
- you otherwise have a question or complaint about the manner in which we or our service providers handle your Personal Information.

### MAILING ADDRESS:

FERNSBY SMART HOME LTD Attn: Privacy Policy.  
66 Wellington St. W, Suite 5500  
Toronto ON M5K 1G8

*Last updated July 20, 2021*

## **Privacy Policy for the Fernsby Smart Home App with respect to Google Home Action 3<sup>rd</sup> Party Integration**

The Fernsby Application on the “Actions on Google” platform is a free app that allows you to use Google Home or your mobile device (Android or iOS) via Google Assistant to interact with your Fernsby Hub and your devices. This page is used to inform users of our policies related to the 3rd party integration with Google Assistant for the Fernsby smart home applications for android and/or ios devices (the “App”).

If you choose to use the 3rd party integration with Google Assistant with our App, you agree to the collection and use of your information as described in this policy.

We do not collect or track any of your personal information, beyond data that is collected by Google / Actions on Google API (<https://www.google.com/policies/privacy/>), for app integration purposes, as described below, and the data that is collected by the App as described in the Privacy Policy for the Fernsby App.

The information that we collect for app integration purposes includes your Fernsby username, IP address and any information related to Fernsby and 3<sup>rd</sup> party devices that are compatible with the App and recognized by the Google Home Assistant (i.e., device information such as, sensor data, on/off data, lock/unlock data). This information is used to allow Fernsby devices and 3<sup>rd</sup> party devices that are connected to the Fernsby Hub to be controlled using voice commands using Google Home.

This App uses third-party services that may collect information used to identify you, as described in the Privacy Policy for the Fernsby App. Some of our service providers may be located outside the country where you live, and so your information may be accessible to courts, law enforcement and national authorities in other jurisdictions. You may contact our SVP Legal, as described below, if you have questions regarding collection, use, disclosure or storage of personal information by our service providers outside Canada or to obtain written information about such service providers.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services, including (without limitation) Google.

We may update this privacy policy and/or our Privacy Policy for the Fernsby App from time to time. Thus, you are advised to review this page and our Privacy Policy for the Fernsby App periodically for any changes. If you have any questions about our collection of your information, or wish to exercise your rights to access or rectification, do not hesitate to contact our SVP Legal at [smarhome@fernsby.com](mailto:smarhome@fernsby.com) or write to us at the mailing address provided at the end of our Privacy Policy for the Fernsby App.

*Last updated July 20, 2021*

## **End User License Agreement for Fernsby Smart Home App**

The terms of this END USER LICENSE AGREEMENT (the “Agreement” or “EULA”) apply to the license, access and use of the Fernsby smart home applications for android and/or ios devices (together “The App”) and associated services (“Services”); and the software embedded on any Fernsby and 3rd party IoT devices that are compatible with the App and Services (“Equipment”) by each end user (hereinafter “you” or “your” or “Customer”), and sets forth a legally binding agreement between you and Fernsby Smart Home Limited (“Fernsby,” “we,” “us,” or “our”).

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, VARIOUS LIMITATIONS, RESTRICTIONS, EXCLUSIONS AND INDEMNITIES THAT AFFECT YOUR AND OUR LEGAL LIABILITY TO EACH OTHER. YOUR ACCESS TO AND USE OF THE SOFTWARE IS AT YOUR OWN RISK AND STRICTLY GOVERNED BY THE TERMS OF THIS AGREEMENT.

IF YOU HAVE ARRIVED AT THIS PAGE DURING THE PROCESS OF USING, INSTALLING, DOWNLOADING, ACCESSING, OR DEPLOYING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT BY PROCEEDING WITH SUCH USE INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DISCONTINUE THE USE, INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE. IF YOU PROCEED WITH THE USE, INSTALLATION, DOWNLOAD, ACCESS OR DEPLOYMENT OF THE SOFTWARE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER.

We reserve the right to amend or update the terms and conditions of this Agreement at any time. We will notify you at least thirty (30) days before such changes take effect by: (i) contacting you at the email address you have provided, if applicable, and/or (ii) displaying a notice on our website located at [www.fernsby.com](http://www.fernsby.com). In addition, you may be asked, from time to time, to confirm your acceptance of this Agreement and any amendments thereto by clicking an “I accept” button, checkbox, or similar mechanism in the user interface of the Software. We will ensure that the latest, fully-amended version of this Agreement is published on our website at [www.fernsby.com](http://www.fernsby.com). You are responsible for regularly reviewing our website to obtain timely notice of such amendments. If you continue to use the Software after the effective date of each such amendment, you will be conclusively deemed to have accepted such amended version of this Agreement.

### **Grant of Rights**

1. Subject to the terms of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable, non-assignable, internal, limited license to use the Software in executable object code form only, solely for use on the applicable Equipment, and only for the applicable term. All rights of every kind that are not expressly granted to you under this EULA are entirely and exclusively reserved.

2. You may only use the Software for personal use as provided under this EULA, and may not rent, lease, loan, copy, sublicense, modify, translate, reverse engineer, decompile, disassemble, assign, or create derivative works based on the Equipment or Software, nor assist or permit anyone else to do so, nor otherwise use the Equipment or Software for the benefit of any other party. Without limiting the generality of the foregoing, you will not, directly or indirectly, and will not permit any third party to:

- i. access or use the Software other than as described in this Agreement or in any manner that violates or is in violation of any applicable law or regulation;
- ii. access, or attempt to access, the Software by any means other than through the interface provided;
- iii. access, or attempt to access, the Software through any automated means, including any scripts;
- iv. submit any automated or recorded requests to the Software except as otherwise provided in this Agreement;
- v. alter, modify, port, translate or create derivative works of the Software;
- vi. decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software or any services by any means (except to the extent permitted by mandatory laws);
- vii. grant any access to, or use of, the Software or any services through a service bureau, timesharing or application service provider basis; or
- viii. remove, obscure or alter any proprietary notices, labels or marks from the Software.

You further acknowledge and agree that you will comply with the following additional obligations:

- (i) you will comply in full with all federal, state, provincial, local and foreign laws, rules and regulations in connection with your access to, and use of, the Equipment and Software or the use thereof by any employee, agent or other authorized user;
- (ii) the Software and Equipment may be accessed and used only in a form and manner approved by us in our sole discretion, and only in accordance with the terms and conditions of this EULA;
- (iii) to the extent that the Equipment or Software contain or include any trademarks, service marks, trade names, or the company name of Fernsby (or any subsidiary or related entity of Fernsby) or its licensors (collectively, the "Marks"), you will use such Marks strictly in accordance with Fernsby's trademark standards, policies and procedures, as specified by Fernsby from time to time; and
- (iv) the right to access and use the Software and Equipment hereunder is limited to your authorized employees or your authorized users for internal purposes only.

3. The Software and associated documentation and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Fernsby or Fernsby's licensors. Fernsby or Fernsby's licensors reserve all rights in, to or associated with the Software not expressly granted to you in this agreement. The Software is licensed to you (and not sold) under this EULA, and there are no implied licenses in this EULA.

4. By installing, downloading, deploying, accessing or using the Software, you agree that Fernsby may, at its sole discretion, collect, use, store and transmit information that identifies any feature of the device, computer or system running the Software including, but not limited to, Internet Protocol address, software and hardware thereon, and operating systems.

5. Certain items of independent, third-party code may be included in the Software that are subject to the GNU General Public License (“GPL”) or other open source licenses (collectively, “Open Source Software”). The Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA will limit your rights under, or grants any rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this EULA will restrict your right to copy, modify and/or distribute such Open Source Software that is subject to, and as such right is granted under, the terms of the applicable license. If required by any license for particular Open Source Software, Fernsby or Fernsby’s licensors will make such Open Source Software, and Fernsby or Fernsby’s licensors’ modifications to that Open Source Software, available to you upon your written request to Fernsby.

6. If you provide Fernsby with any comments, ideas, suggestions, impressions or other information relating to the Equipment, Software, Open Source Software, or other products and services related to the subject matter of this EULA (collectively, “**Feedback**”), you hereby acknowledge and agree that Fernsby has all right, title and interests necessary to commercially exploit (or not) such Feedback in its sole discretion. You are hereby deemed to grant Fernsby, and Fernsby accepts, a royalty-free and fully paid-up, non-exclusive, worldwide, irrevocable, assignable, sub-licensable and perpetual license to use such Feedback for any purpose, including commercial exploitation, regardless of whether Fernsby actively solicited the Feedback or not.

7. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY BUT SUBJECT TO THE LAST SENTENCE OF THIS SECTION, (A) FERNSBY (AND ALL OF FERNSBY’S LICENSORS) WILL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES RELATING TO THE SOFTWARE OR THIS EULA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) THE TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SOFTWARE AND THIS EULA, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL BE FOR THE ACCOUNT OF FERNSBY (AND NOT ANY OF FERNSBY’S LICENSORS) AND WILL NOT EXCEED IN THE AGGREGATE THE PORTION OF THE PAID FEES APPLICABLE TO THE PRODUCTS OR SERVICES RELATING TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. FERNSBY (AND ITS LICENSORS) ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF OR RELATED TO ANY OPEN SOURCE SOFTWARE, ANY CONTENT PROVIDED BY YOU OR A THIRD PARTY THAT IS ACCESSED THROUGH THE EQUIPMENT OR SOFTWARE AND/OR ANY MATERIAL

LINKED THROUGH SUCH CONTENT. YOU USE ALL DATA AND OTHER INFORMATION ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE AND/OR EQUIPMENT (“PRODUCT INFORMATION”), THE SOFTWARE AND THE EQUIPMENT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND FERNSBY EXPLICITLY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO CUSTOMER’S HVAC SYSTEM, PLUMBING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE EQUIPMENT OR SOFTWARE, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN CUSTOMER’S HOME, RESULTING FROM THE USE OF THE PRODUCT INFORMATION, SOFTWARE AND/OR EQUIPMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS AGREEMENT MAY NOT BE APPLICABLE. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

In the event of a breach of this EULA by Fernsby, Fernsby’s entire liability and your sole and exclusive remedy shall be as set out in the preceding paragraph.

8. You agree to indemnify, defend and hold Fernsby harmless from and against any and all liability and costs (including, without limitation, legal fees and related disbursements) incurred by Fernsby in connection with any actual or alleged claim arising out of or in connection with (i) any breach or alleged breach by you of this EULA; (ii) any breach or alleged breach by you of any third party’s rights, including, without limitation, any rights related to Open Source Software, or any intellectual property, privacy, confidentiality or publicity rights; or (iii) any actual or alleged violation or non-compliance by you with respect to any applicable law, rule or regulation.

9. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES AND/OR THE EXCLUSION OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION 9 MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND UNLESS EXPRESSLY STATED BY US OTHERWISE IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE WILL CREATE



A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY THAT MAY BE PROVIDED HEREUNDER. NO WARRANTY IS MADE THAT THE EQUIPMENT OR SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

WE DO NOT WARRANT THAT THE EQUIPMENT OR THE SERVICES, OR ALL OR ANY PARTS THEREOF (A) WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, INTRUSION, FLOODING OR OTHER SUCH EVENT; AND (B) CANNOT BE DEFEATED OR COMPROMISED OR THAT ACCESS TO THE EQUIPMENT OR SOFTWARE WILL ALWAYS BE CONTINUOUS, UNINTERRUPTED OR SECURE.

10. You acknowledge and agree that:

(a) we are not, do not hold ourselves out or represent ourselves to be, and shall not be deemed to be, irrespective of how you use the Equipment and Software, an insurer of your household, its content or the property or the personal safety of persons in your household. You fully acknowledge and agree that you are and will at all times be solely responsible for securing and providing any and all insurance whatsoever (including without limitation all property, content, life, health or disability insurance for yourself and persons who use the Equipment or Software or are present in your household);

(b) the Equipment and the Software may not always operate properly for various reasons, and they will not prevent an unauthorized intrusion or access into or onto your household or unauthorized activities (including criminal conduct) by persons on or about the premises or through any technological or other means via the Equipment or Software; and

(c) the Equipment and Software are not and shall at no times be deemed to be a 911 service, dispatch centre, emergency service provider, and/or lifesaving solution for people at risk in their home or otherwise, and you may not contact Fernsby or its suppliers or contractors with any life or safety, medical or other emergency.

11. You agree to comply with all applicable laws which control or apply in respect of the Software, including without limitation, all export and import laws and restrictions and regulations of any applicable Canadian or foreign agency or authority, and you shall not export, re-export or import the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. The information regarding export laws set forth herein is not necessarily complete, and You should refer to the relevant governmental authority for more information.

12. Upon any breach of the EULA (or any expiration of the applicable term), you will thereafter cease all use of the Software (whereupon all licenses to use the Software will terminate, but all other restrictions and other terms and conditions herein will remain in full force and effect).

13. The Software may include hyperlinks to other websites, content or resources. Fernsby has no control over any websites, content or resources which are provided by companies or

persons other than Fernsby. You acknowledge and agree that Fernsby is not responsible for the availability of any such external websites, content or resources, and does not endorse any content, advertising, products, services or other materials on or available from such websites or resources. You further acknowledge and agree that Fernsby is not liable for any loss or damages which you may incur as a result of the availability of or access to any such external websites, content or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any content, advertising, products, services or other materials on, or available from, such websites or resources.

14. You acknowledge and agree that you may receive or become aware of confidential information and trade secrets of Fernsby (“Confidential Information”) during the course of the relationship between you and Fernsby. You agree to maintain and protect the confidentiality of all such Confidential Information of which you become aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information to any person, firm, or entity other than your own employees who have a need to know such Confidential Information for purposes of the license granted to you hereunder, and you shall preserve and protect the confidentiality of all Confidential Information of which you becomes aware using the same degree of care that you use to protect your own confidential information or trade secrets, but never less than reasonable care. Further, you shall not use or disclose any Confidential Information for any purpose not permitted by this EULA. You agree to formulate and adopt appropriate safeguards in light of your own operating activities to ensure protection of the confidentiality of all Confidential Information of which you become aware. The restrictions on disclosure set forth above shall not apply when, and to the extent that, Confidential Information: (a) is part of the public domain through no action or failure to act by you; (b) is made available to the general public by Fernsby or a third party who is lawfully in possession of such information, not as a result of any action or failure to act on the part of you; (c) was previously known to you free of any obligation to keep it confidential; (d) is subsequently disclosed to you free of any obligation to keep it confidential; or (e) is independently developed by you or a third party other than in breach of this EULA. Violations of this Section 14 are likely to cause irreparable harm and therefore you acknowledge and agree that Fernsby may seek, and you will not challenge any such action, immediate injunctive relief without the need of posting bond in the event of a violation of this Section 14.

15. This Agreement shall commence upon your use, installation, download, access or deployment of the Software and/or Equipment and shall continue for as long as you continue to use, access or otherwise deploy such Software and/or Equipment or until this EULA is otherwise terminated as contemplated herein. Fernsby has the right to terminate this EULA and all rights granted hereunder including without limitation the license grants, for any reason whatsoever upon delivery of a minimum of thirty (30) days’ prior written notice to you. Fernsby further has the right to immediately terminate this EULA upon written notice to you in the event that you fail to comply with the terms hereof and you do not remedy such failures, if the failures are capable of being remedied, within ten (10) business days following Fernsby’s notice, or, unless it is not permitted by applicable law, immediately upon written notice to you after a receiver has been appointed in respect of the whole or a substantial part of your assets or a

petition in bankruptcy or for liquidation (either voluntary or otherwise) has been filed by or against you which petition is not dismissed within sixty (60) days following its initiation.

16. No failure or delay by either party in enforcing any clause of this EULA or exercising any right hereunder shall constitute or be construed as a waiver of that right. No waiver of any provision of this EULA shall be effective unless in writing and signed by the party against whom the waiver is to be asserted. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such or part thereof shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision or part to the fullest extent permitted by law, and the remaining part of such provision and all other provisions of this EULA will continue in full force and effect.

17. Fernsby may at any time assign its rights and obligations under this Agreement, in whole or in part, without advance notice to you. You may not assign your rights and obligations under this Agreement, directly or indirectly, without our prior written consent. Subject to the foregoing, this Agreement shall be binding on and enure to the benefit of the parties and respective successors and permitted assigns.

18. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to its conflicts of laws rules. To the extent permitted by applicable law, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario.

19. The official text of this Agreement and any amendment thereto or any notices required hereby shall be in English. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

20. Subject to our Privacy Policy for the Fernsby App, we may provide you with notifications via email, in hard copy, or through conspicuous posting of such notice on our website or otherwise through the Software, as we may determine in our sole discretion. All notices required to be sent to us hereunder shall be in writing and sent to our address as listed below, or as updated by in accordance with the preceding sentence.

21. Fernsby shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Fernsby. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, pandemics, failure of suppliers to perform, governmental regulations, power failures, internet or telecommunications failures, earthquakes, or other nature disasters.

22. Any and all provisions of this EULA which ought, by their nature, to survive the termination or expiration of this EULA shall so survive.

If you have any questions or concerns about this Agreement, please contact us by email at [smarhome@fernsby.com](mailto:smarhome@fernsby.com) or by mail at:

FERNSBY SMART HOME LTD Attn: EULA.  
66 Wellington St. W, Suite 5500  
Toronto ON M5K 1G8

*Last updated July 20, 2021*