What you need to know about your service

General

1. This is an agreement with you and us [illegible] used in this agreement [illegible]
2. Throughout this document the words "we", "us" and "our" [illegible]

You agree not to:

- use our Service for an illegal purpose, including but [illegible] otherwise calls, or interfere, with other customers' service;
- resell, transfer or share your Service;
- reproduce, change or tamper with the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) on your wireless device [illegible]

You agree that this agreement cannot be changed in any way by any representative, agent, office or employee of ours that says the terms of this agreement.

Rates and Charges

3. By signing the front of this form, you:
   - acknowledge that you have received a copy of the Wireless Terms and Conditions and the Wireless Service User Guide;
   - acknowledge that you have read and accept the information in this agreement, including these Terms and Conditions;
   - confirm that the information you provided to us is complete and accurate and you agree to notify us of any change in the information provided;
   - acknowledge that, if you are or become a customer of Rogers Cable [illegible] you will receive one bill for your wireless and cable services.
4. You agree to pay us for undisputed charges appearing [illegible] on or before the specified due date.
5. If you want to cancel pre-authorized credit card or [illegible] payments, you agree to give us at least 15 days in advance.
6. If you subscribe to one of our plans with a minimum service commitment period, we guarantee the monthly free and local per minute airtime rates by the length of your service agreement on the Rogers Wireless Network. We may change the other charges and any other terms and conditions of your Service at any time.
7. If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card or withdraw it from any authorized bank account or credit card.
8. If you have selected one of our corporate plans or one of our employee plans, we will verify your employment with your employer. If you are not eligible to be included under your employer's account or your employment is terminated, your Service will be transferred to the base plan for determined by us.
9. We may bill you up to one year from the date the charge was incurred.
10. If applicable, we may apply credits to your account if you notify us within any 90 days of receipt of your invoice.
11. If we suspend or terminate your Service(s), for non-payment or customer breach, excluding unbilled usage and pending charges, fees and adjustments, a minimum fee will be charged to your account.
12. A charge applies per line concept or data packet sent, including [illegible] regardless of whether the text message or data packet was delivered to the destination.
13. If you request a change to another wireless plan, the change will take effect following your next billing date.
14. Any changes to a service agreement period length is subject to administration fee.
15. When roaming (including, without limitation, voice/data and text/pager roaming) outside of Rogers coverage areas and/or off Rogers' facilities, you will be responsible for all applicable charges and will be subject to the terms and conditions of service imposed by the wireless service provider roaming on your account, including limitations on liability.

Service Charges

- A $25 fee may apply for a phone number change (effective cost billing cycle).
- During temporary suspension of your Service(s), the monthly fee will equal a $25 fee will be charged to maintain a suspended account.
- Service restoration charges are waived if the change is first or action.

Third Party Applications/Services

16. We are not responsible or liable to you for any content, applications or services provided to you by a third party for use with your wireless device, even if we bill you for such content, applications or services on behalf of such third party.

Data Usage

17. Data usage rates may vary from those stated as a result of handling data. Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data communications and included in the calculation of usage. You agree to accept our calculation of usage as conclusive. We will pool usage data from multiple service connections under your account. Consumption may impact the total amount due to your account. Usage records may be real time, periodic or delayed depending on your service and you will be billed for these usage packets.

Lost or Stolen Equipment

18. Please immediately notify us if your device is lost or stolen, stolen or destroyed. You will need to replace your device or SIM card and you will be responsible to pay for the device or the same purchase price. If you do not wish to replace your device or SIM card, you will be required to pay us for any applicable early cancellation fees (as outlined below).

Deposit

19. We may require a deposit from you at any time. Any deposit will be credited to your account after at least 12 consecutive months in good standing on all your accounts with us. You will not earn any interest on any deposits held by us. If your Service is cancelled, we will apply the deposit against the outstanding balance on your account.

If you make a significant long distance charge on your account or someone not to us, we may require an interim payment before your normal billing date. In this case, we will consider your payment past the 3 days after the due date or after we receive payment, whichever is later. If, after we notify you, the risk of loss to us substantially increases, or we believe you have no intention of paying the amount you owe, we can request immediate payment of your entire account.

Credit Limit

20. We may assign a credit limit on your account at any time. Service may be suspended at any time to any and all of your Accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. We also reserve the right to change your limit at any time. Notice will be given for any development of or change in the credit limit amount.

Service or Equipment Problems

21. We do not warrant that all or any part of the Services, any equipment that you purchase, or the services or equipment of any third party will always be working without interruption. For example, when you use the Services outside of Canada, you may not be able to make international calls.
22. If your Service is interrupted for more than 24 hours, we may credit your account if we receive a written request from you. If approved, the credit amount will be based on the time your Service was interrupted. If the interruption in Service results from improper use of your wireless device, or negligence by you, no credit will be applied.

Privacy of Communications

23. We do not guarantee the privacy of any communications while you are using our Services or equipment.

Confidentiality of Customer Information

24. Unless you provide express consent or disclosure is pursuant to a legal power, all information regarding you kept by us, other than your name, address and listed telephone number, is confidential and may not be disclosed by us to anyone other than:
    - you;
    - a person who, in our reasonable judgment, is seeking the information as your agent;
    - another telephone company, provided the information is required for the efficient and cost effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
    - a company contracted to supply you with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
    - an agent contracted by us in the collection of your accounts or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
    - our agent retained by us to evaluate your credit-worthiness, provided the information is required for and to be used only for that purpose;
    - a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities directed against us;
    - a public authority or agent of a public authority if, in our reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.
    - [illegible] information in an emergency situation;
    - [illegible] information through the use of a credit bureau or credit information service;
    - [illegible] information on the Internet;
    - as required pursuant to any [illegible] to you hereunder.

Limits on Rogers Liability Generally

25. Except as may be provided in Section 26, below, we will not be liable to you or anyone else except for physical injuries as a result of our negligence, for:
    - any damages, including loss of profit, loss of earnings, financial loss, loss of business opportunities, personal injury, death or any other loss however caused, resulting directly or indirectly in connection with the terms and conditions hereunder and the Service or equipment, including roaming calls or from the use of our facilities by other telecommunications carriers;
    - any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve;
    - defamation or copyright infringement that results from material transmitted or received over our facilities;
    - infringement of patents arising from combining or using your own facilities with our facilities.

These limits apply to any act or omission of us, our employees, or agents, which would otherwise be a cause of action in contract, tort or any other doctrine of law.

Limits on Rogers Liability for Emergency Services Provided on a Mandatory Basis

26. This Section applies only to the provision of emergency services on a mandatory basis.
    In respect of the provision of emergency services on a mandatory basis, we are not liable for:
    - libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or through your equipment or our equipment;
    - damages arising out of your act, default, neglect or omission in the use or operation of equipment provided by us;
    - damages arising out of the transmission of material or messages over our network on your behalf which is in any way unlawful;
    - any act, omission or negligence of other companies or telecommunications carriers when their facilities are used in establishing connections to or from your facilities and equipment.

Furthermore, except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of $25 and three times the amount (if any) you would otherwise be entitled to receive as a refund for the portion of defective service under this agreement. However, our liability is not limited by the foregoing in cases of deliberate fault, gross negligence or anti-competitive conduct, or in part or in case of breach of contract where the breach results from our gross negligence.

Identifiers

27. You do not own the wireless identifier (telephone number, ESN, [illegible]) assigned to you and we may change this number by providing you with 30 days notice.

Suspension/Termination

28. Unless otherwise stated in these terms of service, either party can cancel your Service by giving the other a written at least 30 days before the Service is to be cancelled (Such [illegible] may apply.)

We may cancel or suspend any or all of your Services without notice if you:

- you do not pay any amount you owe to us when due;
- you do not provide or maintain a deposit as required by this agreement;
- you do not maintain Service usage within the prescribed [illegible];
- you do not follow this or any related agreement;
- we suspect your Account is the subject of fraudulent or unlawful or improper use;
- you give us false or misleading information;
- you use the Services under circumstances that adversely affect our operation or the use of services by other customers or
- you fraudulently or improperly seek to avoid payment to us.

[illegible] or cancel your Service, (if you need to) pay any amount you owe to us, [illegible] suspend or cancel without notice your Service under any other agreement you have with us. If you have unpaid your account, you will forfeit the amount paid.

Early Cancellation Fee

29. If, for any reason, your Service is terminated prior to the end of the service agreement period (if applicable), you agree to pay us $50 (plus applicable taxes) times the number of months remaining in the service agreement period, to a maximum of $250.

Rogers may allow for the cancellation of your Service without an Early Cancellation Fee under the following conditions:

1) device is returned in complete and original condition to the store where it was purchased (if customer-owned hardware, this condition does not apply) and
2) cancellation is requested within 30 days from date of activation and
3) your account has incurred less than 30 minutes of airtime usage or 150 Megabytes of data usage

You will be billed for all charges incurred up to the point of deactivation.

Multiple Accounts

30. You acknowledge that you may be given an account number so that you will be able to access [illegible] Rogers accounts.

Additional Services or Lines

31. You will be required to authorize additional lines to be charged to your account for Add-a-Phone or Family Plan. You agree to be financially liable for all charges incurred by any additional lines or features you authorize, including Wireless Options, that may be added to your account from time to time.

Arbitration

32. Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation or otherwise) and whether pre-existing, present or future, arising out of or relating to this agreement, the Service or equipment provided to you by us (collectively, "Claim") will be determined by arbitration in the exclusive of the courts. You agree to waive any right you may have to commence or participate in any class action against us. Further, where applicable, you also agree to opt out of any class proceeding against us. Please give notice to Rogers Legal Department, 333 Bloor Street East, Toronto, Ontario M4W 1G9. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which you reside that are in effect on the date of the action.

New Products and Services

33. Rogers may use e-mail, short text messages, telemarketing and direct mail to inform you about products and services from Rogers and related Rogers companies that we think will interest you. If you do not want to receive these types of communications, please go to rogers.com/unsubscribe or call [illegible] to tell us your preferences, contact Rogers Customer Care above or the address at the bottom of your wireless device, simply dial *611.

Notices

34. All legal notices must be forwarded to Rogers Wireless Inc., Legal Dept.
    333 Bloor St. E., Toronto, ON M4W 1G9

    Rogers Wireless Inc. Customer Care Centres:
    700 6815 8th Street NE, Calgary, AB T2E 7H7
    40 Weber Street East, 5th floor, Kitchener, ON N2H 6R6
    6315 Côte de Liesse, St. Laurent, QC H4T 1E5

"Rogers, Rogers Wireless, and the Mobius design are trademarks of Rogers Communications Inc. Used under license."