

# What you *need* to know about *your service*



This is our agreement with you and sets out the Terms and Conditions of your Service. This agreement must be read in conjunction with any Rogers brochure, guide or material describing the plans, features, services and/or products you have selected that are currently in effect.

Throughout this document:

- us, we, our(s) and Rogers means Rogers Wireless Partnership.
- Service or Services means the services provided through Rogers' wireless network.

Unless otherwise specified in this agreement, we may change, at any time, any charges, features or other aspects of the Services or any provision of this agreement, upon advance notice to you. If you do not accept a change, you may terminate this agreement and your Services upon at least 30 days advance written notice to us (unless we specify a different notice period for a particular change). No oral representation of any sales representative, dealer, agent, officer or employee of ours shall vary the terms of this agreement. You understand and agree that this agreement cannot be changed by you.

Your service agreement period and your Service starts on the date that your device is initially activated. At the end of your service agreement period, your plan will automatically default to a month-to-month term. Rogers may contact you at any time to propose a renewal of your Rogers plan. If you do not wish to renew your plan when contacted, you will retain your existing plan and your existing agreement with us, unchanged, until those are changed or terminated in accordance with the terms of this agreement.

Your account information may, from time to time, be disclosed to other members of the Rogers Communications organization and to our agents and authorized dealers in order to service your account, to respond to your questions and to promote additional products and services offered by Rogers that may interest you. If you do not wish to receive offers or information from related Rogers companies, please go to [rogers.com/wirelesspermission](http://rogers.com/wirelesspermission) or contact Rogers Customer Service at one of the following addresses:

300-6815 8th Street NE, Calgary, AB T2E 7H7, or 40 Weber Street East, 5th floor, Kitchener, ON N2H 6H3, or 6315 Côte de Liesse, St. Laurent, QC H4T 1E5, or from your wireless phone, dial \*611.

By entering into this agreement, you:

- authorize Rogers to obtain information about your credit history and acknowledge that Rogers may provide information to others about your credit experience with Rogers;
- agree to be liable for the payment of all charges and other obligations under this agreement;
- acknowledge that you have received a copy of any Rogers brochure, guide or material describing the plans, features, services and/or products you have selected that are currently in effect;
- acknowledge that you have read and accept all the terms and conditions included with your device, including these Terms and Conditions;
- confirm that the information you provided to us is up to date 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 Communications Inc., you will receive one bill for your wireless and cable services.

## Rates and Charges

1. We will bill you monthly. You agree to pay us for undisputed charges appearing on your account by the specified due date and using a method of payment approved by us. Any balance unpaid after the due date will be subject to the late payment charge specified on your Rogers invoice.
2. If you want to cancel pre-authorized credit card or chequing payments, you agree to notify us at least 15 days in advance.
3. If you subscribe to one of our plans for a committed service agreement period, we guarantee the monthly service fee and local per-minute airtime rates for the length of your service agreement period.
4. 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.
5. 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 or your employer becomes ineligible for its corporate plan(s), your Service will be transferred to our basic plan (as determined by us).
6. We may bill you up to one year from the date the charge was incurred.
7. If applicable, we may apply credits to your account if you notify us within ninety (90) days of receipt of your invoice.
8. If we suspend or terminate your Service(s) for non-payment or excessive balance, including unbilled usage and pending charges, fees and adjustments, a restoral fee will be charged to your account.
9. A charge applies per text message or data packet sent, according to your price plan, regardless of whether the text message or data packet was delivered to the destination.
10. If you request a change to another wireless plan, the change will take effect following your next billing date.
11. Any downgrading of service agreement period length is subject to an administrative fee.
12. When roaming (including, without limitation, voice/data and hotspot roaming) outside of Rogers' coverage area 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 providing such roaming services (including limitations on liability).
13. Deposits into your prepaid account are non-refundable.
14. If you are entitled to an airtime credit upon your initial activation of a prepaid phone on the Rogers network in connection with the prepaid Service, the airtime credit will be valid only for a certain specified period following your initial activation.
15. We will deduct a nominal 911 Emergency Service Access Fee once per month from your prepaid account for the provision of wireless access to 911 service. However, there is no airtime charge for calls made from your wireless device to 911.

## Service Charges:

- Administrative charges may be levied in relation to non-payment, e.g. for payments rejected for insufficient funds.
- A \$25 fee may apply for a phone number change (effective next billing cycle).
- During temporary suspension of your Service(s), the monthly fees still apply. A \$25 fee will be charged to reinstate a suspended account.
- Service restoration charges are waived if the device is lost or stolen.

## Use of the Services

16. When using the Services, our products or your wireless device or equipment, you must comply with applicable laws and all our policies or rules regarding use of the Services. Without limitation, you may not use (or allow anyone else to use) the Services, our products or your wireless device or equipment to directly or indirectly:
  - a. access the Internet via the Services using IP addresses other than the IP address(es) assigned to you by us;
  - b. invade another person's privacy or collect or store personal data about other users; "stalk" or harass another person or entity; harm minors; unlawfully use, possess, post, upload, transmit, disseminate or otherwise make available obscene, profane or pornographic material; post, upload, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libellous, slanderous, defamatory, deceptive or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, upload, transmit, disseminate or otherwise make available objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation;
  - c. access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
  - d. upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;
  - e. copy, distribute, sub-license or otherwise make available any software we provide or make available to you, except as authorized by us;
  - f. alter, reproduce, tamper with the Services or any function, component or identifier of your wireless device or equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
  - g. restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any device or equipment used to connect to the Services, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
  - h. disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, our transmissions or data;
  - i. interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host;
  - j. use the Services for anything other than your own personal purposes (such as reselling the Services, providing Internet access or any other feature of the Services to any third party) or share or transfer your Services without our express consent;
  - k. operate a server in connection with the Services, including, but not limited to, mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers or multi-user interactive forums;
  - l. impersonate any person or entity, including, but not limited to, a Rogers official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - m. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or
  - n. port scan a person's computer without that person's consent, or use any tools designed to facilitate these scans.

In addition to our termination rights set out elsewhere in this Agreement, we may suspend or terminate your Services and this Agreement, without notice to you, if you engage in one or more of the above prohibited activities. Additionally, you may be charged for any costs incurred by us or our affiliate(s) in connection with your breach of the terms of this Section, including, without limitation, costs incurred to enforce your compliance with this Section.

## Third Party Applications/Services

17. 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

Data usage rates may vary from those stated as a result of rounding rules. Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions and included in the calculation of usage. You agree to accept our calculation of usage as conclusive. We will not pool usage calculations from multiple devices activated under your account. Compression may impact the total amount billed to your account. Our network may re-send data packets to ensure complete delivery and you will be billed for these re-sent packets.

## Lost or Stolen Equipment

19. Please immediately notify us if your device or SIM card is lost, stolen or destroyed. You will need to replace your device or SIM card and you will be responsible to pay us for all charges up to the time you notify us. Should you 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

20. 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 incur significant long distance charges or you present an abnormal risk to us, we may require an interim payment before your normal billing date. In this case, we will consider your payment past due three days after the due date or after we demand 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

21. 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 assignment of or change to the credit limit amount.

## Service or Equipment Problems

22. 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.
23. 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 care of your wireless device, or negligence by you, no credit will be applied.

## Privacy of Communications

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

## Confidentiality of Customer Information

25. 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 involved in supplying 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 retained by us in the collection of your account or to perform other administrative functions for us, provided the information is required for and used only for that purpose;
  - an agent retained by us to evaluate your creditworthiness, provided the information is required for and is 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.

Express consent may be taken to be given by you where you provide:

- written consent;
- oral confirmation verified by an independent third party;
- electronic confirmation through the use of a toll-free number;
- electronic confirmation via the Internet;
- oral consent, where an audio recording of the consent is retained by us; or
- consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Upon request, you may inspect any of our records related to your Service.

Personal information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

## Limits on Rogers' Liability Generally

26. Except as may be provided in Section 27, below, we will not be liable to you or anyone else (except for physical injuries as a result of our negligence) for:
  - any lost, stolen or damaged Cards or equipment;
  - any expired Cards or airtime credits;
  - 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 herein 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

27. 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 recorded by 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 systems 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 \$20 and three times the amount (if any) you would otherwise be entitled to receive as a refund for the provision of defective service under this agreement. However, our liability is not limited by this Section in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

## Identifiers

28. You do not own any identifier (telephone number, PIN number, e-mail address, IP address, Web page address, etc.) assigned to you and we may change or remove this identifier at any time upon notice to you.
29. If your prepaid account balance remains at zero for a six-month period or if required payments towards your account are not made or are returned, for any reason, for three consecutive months, your wireless identifier (telephone number, PIN number, etc.) will be deactivated.

## Suspension/Termination

30. Unless otherwise stated in this agreement, either you or Rogers can cancel your Service(s) by notifying the other in writing at least 30 days before the Service is to be cancelled. (See below – early cancellation fee may apply.)

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

- 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 credit limit;
- you do not follow this or any revised agreement;
- we suspect your line(s) is the subject of fraud or unlawful or improper use;
- you give us false or misleading information;
- you use the Services or our facilities fraudulently, unlawfully or improperly or in a way that adversely affects our operation or the use of services by other customers; or
- you fraudulently or improperly seek to avoid payment to us.

If we suspend or cancel your Service, (i) you must still pay any amount you owe to us; and (ii) we may also suspend or cancel without notice your services under any other agreement or account that you may have with us or a related Rogers company.

## Early Cancellation Fee

31. If, for any reason, your Service is terminated prior to the end of the service agreement period (if applicable), you agree to pay us \$20 (plus applicable taxes) times the number of months remaining in the service agreement period, to a maximum of \$200.

Rogers may allow for the cancellation of your Service without an Early Cancellation Fee with 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 Kilobytes of data usage.
- You will be billed for all charges incurred up to the point of deactivation.

## Multiple Accounts

32. You acknowledge that you may be given an account number so that you will receive one invoice for all your Rogers accounts.

## Additional Services or Lines

33. You will be required to authorize additional lines to be charged to your account (e.g., Add-A-Phone or Family Plan). You agree to be financially liable for all charges incurred by any additional lines or Services that you authorize, including Wireless Options, that may be added to your account from time to time.

## Arbitration

34. 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: (a) this agreement; (b) the services or equipment provided to you by us; (c) oral or written statements, or advertisements or promotions relating to this agreement or to the services or equipment; or (d) the relationships that result from this agreement (collectively the "Claim") will be determined by arbitration to the exclusion of the courts. You agree to waive any right you may have to commence or participate in any class action against us notified to any Claim and, where applicable, you also agree to opt out of any class proceeding against us. Please give notices of any Claims to: 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 notice.

## Notices

35. All legal notices must be forwarded to Rogers Wireless Partnership, Legal Dept., 333 Bloor Street East, Toronto, Ontario M4W 1G9.

To contact Rogers: by telephone, call 1-877-764-3772 or, from your wireless phone, \*611 (it's a free call); online at [rogers.com/contactus](http://rogers.com/contactus) or in writing to Rogers Wireless Customer Care Centres at: 300-6815 8th Street NE, Calgary, AB T2E 7H7 40 Weber Street East, 5th floor, Kitchener, ON N2H 6H3 6315 Côte de Liesse, St-Laurent, QC H4T 1E5