

ROGERS TERMS OF SERVICE

The following terms and conditions of service (these “Terms”) govern your use of the Services. Any Rogers document describing the plans, features, services or products you have selected and any other document incorporated by reference (collectively, the “Materials”) together with these Terms constitute our agreement with you (the “Service Agreement”). If there is any inconsistency between the Materials and these Terms, these Terms will prevail.

Throughout this document:

- **us, we, our and Rogers** means the Rogers entity named in the Service Agreement;
- **Service or Services** means the wireless services, Internet access services, phone services, television services or other services that you subscribe to under the Service Agreement or receive from or through Rogers. These Terms do not apply to services offered by Rogers Media Inc. and its subsidiaries. In addition, Yahoo! Inc. and its affiliates provide users with access to a collection of resources, including various communications tools and content (the “Yahoo! Services”). The Rogers Internet access services and Yahoo! Services are collectively referred to in these Terms as **Internet Services**;
- **Equipment** means any device, equipment or hardware used to access the Services or used in conjunction with the Services, including any SIM (Subscriber Identity Module) card; and
- **Residents of Québec** means residents of Québec who enter into a Service Agreement to which the *Consumer Protection Act* (Québec) applies.

Your account information may, from time to time, be disclosed to other members of the Rogers Communications Inc. organization and to our agents and dealers in order to service your account, respond to your questions and telemarket (including by way of automatic dialing and announcing devices) and promote additional products and services offered by members of the Rogers organization that may interest you. If you do not wish to receive offers or information from related Rogers entities,

please contact Rogers at the address set out below.

Not applicable to Residents of Québec: Unless otherwise specified in the Service Agreement, we may change, at any time, any charges, features, content, functionality, structure or any other aspects of the Services, as well as any term or provision of the Service Agreement, upon notice to you. If you do not accept a change to the affected Services, your sole remedy is to terminate the affected Services provided under the Service Agreement, within **30** days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 34. If you do not accept a change to these Terms, your sole remedy is to retain these Terms unchanged for the duration of the Commitment Period (as defined below), upon notice to us within **30** days of your receipt of our notice of change to these Terms.

Applicable only to Residents of Québec: Unless otherwise specified in the Service Agreement, we may change, at any time, but upon no less than **30** days' prior written notice to you: a) with respect to a plan or Service not subscribed to for a Commitment Period (as defined below), any charges, features, content, functionality, structure or any other aspects of the plan or Service, as well as any term or provision of the Service Agreement, and b) with respect to a plan or Service subscribed to for a Commitment Period, any aspect of the plan or Service, as well as any term or provision of the Service Agreement, other than essential elements of the plan, Service or Service Agreement. If the change entails an increase in your obligations or a decrease in our obligations and if you do not accept such a change, you may terminate your Services without an ECF (as defined below) by sending us a notice to that effect no later than **30** days after the amendment takes effect.

By entering into the Service Agreement, you:

- authorize Rogers to obtain information about your credit history and agree that Rogers may provide information to others about your credit experience with Rogers;
- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use Services under your account or with your authorization to

comply with the Service Agreement;

- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (the "Activation Date").
2. Unless otherwise agreed to by you and us, we will bill you monthly. We may bill you, however, for a charge up to **6** months from the date the charge was incurred.
3. You are liable for all charges to your account. Charges to your account are due and payable in full from the date of your invoice or statement. If you are paying by mail or through a financial institution, please allow adequate time for your payment to reach us prior to the required payment date.
4. If payment of an amount due on your account is not **received** by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of **2%** per month, calculated and compounded monthly on the delinquent amount (**26.82%** per year) from the date of the first invoice on which the delinquent amount appears until the date we **receive** such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
5. **Not applicable to Residents of Québec:** Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:

- collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
- returned or rejected payments;
- change of any identifier (e.g., phone number); and
- the restoration of Service.

A list of such charges is available on request, or at <http://www.rogers.com/charges>, and is incorporated into these Terms by reference.

6. **Applicable only to Residents of Québec:** Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the change of any identifier (e.g., phone number). A list of such charges is available on request, or at [rogers.com/charges](http://www.rogers.com/charges), and is incorporated into these Terms by reference.
7. When roaming off Rogers' facilities or networks, you will be responsible for all applicable Rogers' charges and will be subject to the limitations or conditions of service of the service provider of such roaming services.
8. Any questions or discrepancies regarding charges must be reported to us within **90** days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges.
9. Unless otherwise set out in the Materials, if you agree to subscribe to one of our plans or Services for a committed period of time (the "Commitment Period"), you may be subject to an early cancellation fee ("ECF") for each Service. Any decrease in your Commitment Period may be subject to a fee. **If your Service is terminated prior to the end of the Commitment Period, you will pay us an ECF as specified in the Service Agreement, plus taxes.**
10. If you are receiving any benefit as a result of your relationship with a third party (e.g., your employer), we may verify such relationship. If you become ineligible to receive such benefit for any reason (e.g., your employment is terminated or your employer becomes ineligible to receive the benefit), we reserve the right to transfer your Service to an alternate Service plan, as

determined by us in our sole discretion.

11. Changes to your account (e.g., price plan, features or identifiers) may not take effect until after your next billing date.

Deposit; Credit Requirements

12. **Not applicable to Residents of Québec:** We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. You will not earn any interest on any deposits or other payments held by us. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.

13. **Applicable only to Residents of Québec:** We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) at any time and on such terms as determined in our sole discretion. Any security deposit held by us will bear interest at the rate determined by regulation, as determined from time to time, from the date we collect a security deposit or from June 30, 2010 if a security deposit is already being held by us at that date, until the date we return it to you. We will notify you upon using all or part of a security deposit. If your Service is terminated, we will return any security deposits with applicable interest minus the outstanding final balance on your account within **30** days of termination of your Services.

14. Upon notice to you, we may assign, change or remove 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. Recurring service charges continue to apply during any suspension of Services.

Identifiers

15. You do not own any identifier (e.g., telephone, account, calling card or PIN number; e-mail, IP or Web page address; access code, etc.) assigned to you, and we may change or remove any identifier at any time upon notice to you.

Policies and Acceptable Use

16. From time to time, we may establish policies, rules and limits (together, the “Policies”) concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Your use of the Services is subject to these Policies, which are incorporated into these Terms by reference. We will provide you with notice of the Policies and of changes to the Policies. Our Acceptable Use Policy accompanies these Terms. It is also available at <http://www.rogers.com/terms>. When you use the Yahoo! Services, the Yahoo! terms of service, guidelines and rules (“**Yahoo! Terms**”) applicable to such services that are posted on the pages where you access these services govern your use of the Yahoo! Services. By using the Yahoo! Services you agree to be bound by the Yahoo! Terms which are incorporated by reference into the Service Agreement. In addition, when using certain other services, you may be subject to additional terms (which may be posted from time to time) applicable to such services and which may be incorporated by reference into the Service Agreement.

17. You may not use the Services for anything other than your own personal use. You may not resell the Services, receive any charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any third party. You may not share or transfer your Services without our express consent.

Your Content

18. You grant us the following world-wide, royalty-free and non-exclusive licences with respect to content you make available for inclusion on publicly accessible areas of the Services, as applicable:

- With respect to photos, graphics, audio and audiovisual content: the licence to use, distribute, reproduce, modify, compress, adapt, publicly perform, publicly display and communicate by telecommunication the content on the Services solely for the purpose for which it was made available. This licence exists only for as long as you elect to continue to include the content

on the Services and terminates when you or we remove such content from the Services.

- With respect to all other content (other than photos, graphics, audio and audiovisual content): the perpetual, irrevocable and fully sublicensable licence to use, distribute, reproduce, modify, compress, adapt, publish, translate, communicate by telecommunication, publicly perform and publicly display, and to incorporate it into other works in any format or medium now known or later developed.

“Publicly accessible” areas of the Services are those areas of the Services that are intended by us to be available to the general public, e.g., online message boards that are open to both registered members and visitors. Publicly accessible areas of the Services do not include those portions of the Services that are only accessible by registered members or intended for private communication, e.g. e-mail and instant messenger.

19. We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with the Service Agreement or any Policies, or protect ourselves, our customers or the public. We may move, remove or refuse to post any content, information or materials, in whole or in part, that we decide are unacceptable, undesirable or in violation of the Service Agreement.

Equipment

20. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that:

- you will take reasonable care with such Equipment;
- you may not sell, lease, mortgage, transfer, assign or encumber such Equipment;
- you may not re-locate such Equipment without our knowledge and permission; and
- you will return such Equipment to us at your own expense upon termination of the Services to which the Equipment related.

If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

21. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of our services, the Equipment or our facilities or networks. If any of your Services or accounts have been terminated, then you authorize us and our representatives to enter or have access to your premises to disconnect the Services, as applicable.

22. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.

23. You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. If you then wish to terminate your Services, your obligations under the Service Agreement, including the ECF, will apply.

Software and Content

24. Any software, content (including, without limitation, ring tones, full music tracks, graphics, video clips, applications and games) and/or accompanying documentation that we provide or sell to you or that you receive or purchase through Rogers or our third party storefronts is for your own personal, non-commercial use, may not be distributed, transferred or sold and remains our property or that of our licensors or content providers, as applicable. You will take reasonable steps to protect such software, or content and/or documentation from theft, loss or damage. Such

software or content may from time to time automatically and, without notice to you, cause your Equipment to access the Internet incurring data usage and/or overage charges. You must review and agree to any applicable end user licence agreement of Rogers, our licensors or content providers. Unless otherwise provided in the applicable end user licence agreement, all end user licence agreements will terminate upon termination of the Service Agreement.

No Warranties

25. You acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or special needs services, may not function correctly, or at all, in the following circumstances:

- if your Equipment fails, is not configured correctly or does not meet Rogers' requirements;
- in the event of a network outage or extended power failure;
- if you tamper with or, in some cases, move the Equipment; or
- following suspension or termination of your Services or account.

26. Neither Rogers nor its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives) (collectively, "Rogers Parties") are responsible or liable to you for any software, content or services provided to you or accessible by you through the Services, any charges incurred in connection with such software, content or services or anything that is or can be done with such software, content or services even if you are billed for such software, content or services. All such software, content or services is accessed or transmitted solely at your own risk.

27. Not applicable to Residents of Québec: To the maximum extent permitted by applicable law:

- **the Rogers Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the "Offering");**

- **you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and**
- **the Rogers Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.**

All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law. To the maximum extent permitted by applicable law, no advice or information, whether oral or written, obtained by you from the Rogers Parties creates any term, condition, representation or warranty not expressly stated in the Service Agreement.

You are solely responsible for the following matters:

- **any access to the Equipment;**
- **maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks; and**
- **protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.**

28. Applicable only to Residents of Québec: To the maximum extent permitted by law:

- **the Rogers Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services or any products, content, applications, services, facilities, connections or networks used or provided by us or third parties (collectively, the “Offering”);**
- **you bear the entire risk as to the use, availability, reliability, timeliness, quality, security and performance of the Offering; and**
- **the Rogers Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.**

You are solely responsible for the following matters:

- **any access to the Equipment;**
- **maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks; and**
- **protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment.**

Limitations of Liability

29. Not applicable to Residents of Québec: Unless otherwise specifically set out in the Service Agreement, to the maximum extent permitted by applicable law, the Rogers Parties will not be liable to you or to any third party for:

- **any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security property damage, personal injury, death or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;**
- **the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;**
- **any error, inclusion or omission with respect to any telephone listings or directories;**
- **the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or special needs services, Equipment or identifiers (including telephone numbers);**
- **any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;**

- any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;
- any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

These limits are in addition to any other limits on the Rogers Parties' liability set out elsewhere in the Service Agreement and apply to any act or omission of the Rogers Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

30. Applicable only to Residents of Québec: Unless otherwise specifically set out in the Service Agreement, and except for damages resulting from a Rogers Party's own act, the Rogers Parties will not be liable to you or to any third party for:

- any damages (including loss of profit or revenue, financial loss, loss of business opportunities, loss, destruction or alteration of data, files or software, breach of privacy or security or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;
- any error, inclusion or omission with respect to any telephone listings or directories;
- the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or special needs services, Equipment or identifiers (including telephone numbers);
- any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes,

benefits, discounts, rebates or credits;

- **any error, omission or delay in connection with the transfer of telephone numbers to or from another telecommunications service provider or any limitation connected thereto;**
- **any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or**
- **any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.**

Indemnification

31. You will indemnify and hold harmless the Rogers Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Rogers Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

Privacy and Confidentiality of Your Information

32. Our corporate and online Privacy Policies are available at <http://www.rogers.com/privacy>. To contact our Privacy Officer in order to access, or obtain more information about, your personal information held by Rogers, make a privacy-related complaint, or obtain a copy of our Privacy Policies: e-mail us at privacy@rci.rogers.com; or write to Chief Privacy Officer, Rogers Group of Companies, 333 Bloor Street East, Toronto, ON M4W 1G9. Further information about how your personal information is treated when using the Internet Services is available at <http://www.rogers.yahoo.com/privacy>. 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.

Unless you provide express consent, or disclosure is required 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;
- 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; or
- a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.

Express consent to disclosure may be obtained as follows:

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

Term; Suspension; Termination

33. The term of the Service Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue indefinitely until terminated in accordance with the provisions of the Service Agreement or applicable law.

34. **Not applicable to Residents of Québec:** Unless otherwise permitted by applicable law:

- you may terminate any or all of your Services upon no less than **30** days' advance notice by contacting Rogers at the appropriate points of contact specified in these Terms; and
- Rogers may terminate any or all of your Services or accounts upon no less than **30** days' advance notice to you at your billing address.

Applicable charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable Service(s), and an ECF may apply as set out in Section 9.

35. **Applicable only to Residents of Québec:**

- you may terminate any or all of your Services at any time by sending us a written, dated notice or by contacting Rogers at the appropriate points of contact specified in these Terms. If you have subscribed to a plan or Service for a Commitment Period before June 30, 2010, then you must terminate your Services in accordance with Section 34; and
- Rogers may terminate any or all of your Services or accounts upon no less than **60** days'

advance notice to you at your billing address, unless you are in default of your obligations pursuant to the Service Agreement, including one of the events of default described in Section 36 below. If you have subscribed to a plan or Service for a Commitment Period, then we may terminate your Services only if you are in default of your obligations hereunder, pursuant to Sections 1604, 2126 and 2129 of the *Civil Code of Québec*.

Applicable charges continue to apply until the date of the notice or a future date specified therein (if applicable), whichever is later. The transfer of your telephone number to another telecommunications service provider constitutes a termination of the applicable Service(s), and an ECF may apply as set out in Section 9.

36. In addition to our rights to terminate your Services pursuant to Sections 34 and 35, we may restrict, block, suspend or terminate any or all of your Services or accounts, including 9-1-1 service, or identifiers in any way, without notice or liability to you, if:

- you are in breach of the Service Agreement, including non-payment of your charges or non-compliance with any Policies;
- you do not maintain Service usage within the prescribed credit limit;
- you exceed reasonable usage limits, as determined by us;
- you have given us false, misleading or outdated information;
- we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- any account or service on which your Services depend is terminated for any reason; or

- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

37. If we restrict, suspend, block or terminate your Services or accounts:

- you must pay any amounts owing;
- we may also suspend, block or terminate, without notice or liability, your Services under any other agreement or account that you may have with us or a related Rogers entity (including accounts that may be in good standing);
- you may be charged for any costs incurred by us or any related Rogers entity in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated; and
- your rates for services with related Rogers entities may change in accordance with the terms of those services.

Arbitration

38. Not applicable to Residents of Québec: To the extent permitted by applicable law, unless we agree otherwise, 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 the following items will be determined by final and binding arbitration to the exclusion of the courts:

- the Service Agreement;
- the Services or Equipment;
- oral or written statements, advertisements or promotions relating to the Service Agreement, the Services or Equipment; or
- the relationships that result from the Service Agreement.

39. Not applicable to Residents of Québec: Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by **1** arbitrator pursuant to the

current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Rogers will pay all reasonable costs associated with any such arbitration. Any such arbitration will be conducted in accordance with our Arbitration Protocol, which is available at <http://www.rogers.com/terms>.

Intellectual Property

40. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Rogers Communications Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the Rogers Legal Department.

Entire Agreement

41. The Service Agreement, as amended from time to time, constitutes the entire agreement between you and Rogers for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. These Terms cannot be changed by you. **The following provision does not apply to Residents of Québec:** No sales representative, dealer, agent, officer or employee of Rogers has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification.

General

42. With respect to Internet Services, the obligations of Yahoo! and Rogers are several and not joint. If any portion of the Service Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of the Service Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of the Service Agreement. The Service Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on

your and Rogers' respective successors and assigns. You may not assign or transfer the Service Agreement without our prior consent. We may assign or transfer the Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 9, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 48, 50, and 55 survive termination of the Service Agreement. These Terms have been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

Governing Law

43. The Service Agreement is governed exclusively by the laws of the province in which your billing address is located, but if your billing address is outside of Canada, the Service Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

How to Contact Us

44. To contact Rogers regarding the Services: call 1-888-ROGERS1 (1-888-764-3771) or, from your wireless phone, call *611 (it's a free call); go online at <http://www.rogers.com/contactus> or write to Rogers Customer Relations Manager, 40 Weber Street East, 5th floor, Kitchener, ON N2H 6R3 or 6315 chemin de la Côte-de-Liesse, Saint-Laurent, QC H4T 1E5.

45. To contact Yahoo! Inc. regarding the Yahoo! Services only: write to Manager, Customer Care, Rogers Hi-Speed Internet, 701 First Avenue, Sunnyvale, CA, 94089, USA.

46. Any notice of a claim must be given to the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9.

47. Any notice shall be deemed to have been given on the date on which it was sent by the party giving the notice.

ADDITIONAL TERMS APPLICABLE TO WIRELESS SERVICES

9-1-1 Emergency Services Provided on a Mandatory Basis

48. In respect of the provision of 9-1-1 emergency services available through the wireless 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; or
- 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.

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 9-1-1 emergency services on a mandatory basis is limited to the greater of **\$20** and **3** times the amount, if any, you would otherwise be entitled to receive as a refund for the provision of defective Service under the Service 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.

Prepaid Wireless Services

49. The following additional terms apply to prepaid Rogers wireless services:

- deposits into your account for prepaid Rogers wireless services are non-refundable;
- if you are entitled to a credit to your account, the credit will be valid only for a certain specified period following the initial activation of your Equipment to prepaid Rogers wireless services;
- we will deduct a 9-1-1 Emergency Access Fee for the provision of access to 9-1-1 service and any applicable 9-1-1 provincial government fee, once per month from your account (there is no airtime charge for calls made from your wireless device to 9-1-1); and
- if your account balance remains at **0** for **6** consecutive months or if required payments

towards your account are not made or are returned, for any reason, your wireless identifier (e.g., telephone number or PIN number) will be deactivated.

ADDITIONAL TERMS APPLICABLE TO INTERNET ACCESS SERVICES

Home Networking

50. You acknowledge and understand that when using home networking, there are certain inherent risks (e.g., other users may gain access to your system or your Services and accounts). Rogers shall not be liable for any claims or damages relating to home networking, even if the home networking application or service is provided, installed, maintained or supported by Rogers.

Portable Internet Access

51. Portable Internet access service is not intended, nor supported by Rogers, for mobile use.

ADDITIONAL TERMS APPLICABLE TO HOME PHONE SERVICES

Choice of Long Distance Service Provider

52. You may choose your long distance service provider from those providers that have entered into connection arrangements with us. If you choose to receive local, but not long distance, telephone services from us, we may provide long distance services to you prior to your activation by your chosen long distance company to ensure continued availability of long distance services to you.

Telephone Listings and Directories

53. We will make your name, address and telephone numbers available to publishers of paper and electronic telephone directories and to providers of operator services, in accordance with legal or regulatory requirements. However, subject to the 9-1-1 service provider exception described below, you may opt to have your name, address and telephone number listing information omitted from these directories or services by requesting, and paying for, an unlisted telephone number. These directories or services, however, may receive or obtain your telephone numbers and address from a source other than us. Furthermore, your name, address and telephone numbers will be accessible by 9-1-1 service providers, even if you have requested, and paid for, an unlisted telephone number.

Connections

54. You must supply all facilities and equipment, including all wiring inside your premises, and all telephone terminal equipment necessary to connect your facilities and equipment up to the point where the local telephone company's facilities end and your facilities begin. It is your responsibility to reconnect your facilities and equipment as necessary after termination of your phone Services.

9-1-1 Emergency Services

55. In addition to the limitations on our liability set out above, the following limitations apply to the provision of 9-1-1 emergency services on the phone Services.

In order for 9-1-1 service to function properly, you must use the adapter which forms part of the Equipment we have provided you (the "Adaptor") and other Equipment at your service address. We will not be liable to you or to any third party for your failure to comply with this requirement.

The phone Services may not function correctly, or at all, in the following circumstances:

- if your Adaptor or other Equipment fails or is not configured correctly;
- in the event of a cable network outage or extended power failure;
- if you tamper with or move your Adaptor or other Equipment to a location other than your service address; or
- following suspension or termination of your Service Agreement.

We will not be liable to you or to any third party for any inability to use the phone Services or to obtain access to 9-1-1 emergency services as a result of the limitations described in this section.

ADDITIONAL TERMS APPLICABLE TO TELEVISION SERVICES

TV Equipment

56. Only 1 television or FM receiver may be attached to any outlet. Any unauthorized attachments to the Equipment or our cable, or interfering or tampering with the Equipment or cable or unauthorized use of our signals, is prohibited and may constitute theft under criminal law.

57. You may use the Equipment only at the service address identified on your account.

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