

ROGERS TECHXPERT FOR WIRELESS

TERMS AND CONDITIONS

1. INTRODUCTION

The following terms and conditions govern your use of Rogers TechXpert For Wireless, a premium technical support service for your Rogers wireless device ("**Device**"), as more fully described in section 2 below (the "**Services**") and provided to you by or on behalf of Rogers Communications Canada Inc. ("**us**", "**we**", "**our**" and "**Rogers**"). They supplement and are incorporated into the Rogers Terms of Service and Acceptable Use Policy, which are available at <http://www.rogers.com/terms>, and form part of our agreement with you. These terms and conditions, along with any e-mail you receive confirming your Services ordered, together with the Rogers Terms of Service and Acceptable Use Policy, constitute the entire agreement between you and us with respect to your use of the Services. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Rogers Terms of Service.

2. SCOPE OF THE SERVICES

- (a) **General.** The Services are only provided for the telephone number for which you have subscribed to the Services. In order to receive the Services for any other telephone number, a separate subscription is required. The Services are intended to facilitate remote support of your technology issues either by phone or by allowing Rogers remote connection to your Device and/or computer or, where included with the Services, other wireless peripherals in order to address questions you may have about your Device that is outside the supported scope of Rogers' standard technical support. The Services are only provided in connection with the one wireless Device attributable to the telephone number for which you have subscribed to the Services (according to our records) that you own or have the right to use and, subject to the Services you have selected and to the limitations in section 3, include: (i) the setup of commercial applications and connection to a home network; (ii) evaluation of and attempts to correct the software and operating system on your Device; (iii) virus, spyware and wireless security software support; (iv) software and peripherals support for other devices connected to your Device; (v) the fixing and optimizing of your Device; (vi) synchronization support, such as syncing personal and business emails; and (vii) general technology support by way of installing, configuring, setting up, securing and/or fixing your Device and related technology. The Services may be available to you on a one-time, per-Incident (as defined below) basis for a one-time fee ("**One-Time Service**") and on a subscription basis over a period of time for a monthly recurring service fee ("**Subscription Services**").
- (b) **One-Time Service.** A One-Time Service will address a single, specific, discrete problem for which Rogers will attempt to isolate its origin to a single cause (each, an "**Incident**"), which may include follow-ups, as reasonable and necessary, regarding that Incident. Rogers, in its sole discretion, will decide what constitutes an Incident. An Incident will be considered resolved when you receive one of the following: (i) information or advice that resolves the Incident; (ii) information on how to obtain a software solution that will resolve the Incident; (iii) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (iv) information that the Incident can be resolved by upgrading to a newer release of a product or software; (v) notice that the Incident has been identified as a hardware equipment issue; or (vi) if you cannot, or elect not to, pursue the course of action we recommend. Once an Incident is resolved, you may call back and obtain assistance on the same Incident for up to one hundred and sixty eight

(168) hours (i.e. 7 days), at no additional charge, after which the Incident will be considered closed. Once an Incident has been closed by Rogers, any further calls or requests for assistance will be considered a new Incident and additional fees will apply.

- (c) **Subscription Services.** You will need to select and subscribe to one of our Subscription Services plans. Details of what is included in the plan that you have selected will be presented to you prior to ordering a Subscription Service. Subscription Services entitle you to support for an unlimited number of Incidents while you subscribe to a Subscription Service and must be terminated in accordance with the Rogers Terms of Service. Subscription Services will only be provided in connection with the one wireless Device attributable to the telephone number for which you have subscribed to the Services (according to our records). Subscription Services are activated 72 hrs after being added to your account. Immediate support is available with a One-Time Service
 - (d) **Remote Support.** In order to provide the Services to you, Rogers or any third party that provides the Services to you on our behalf may be required to connect remotely to and run scripts on your Device or computer or, where included with the Services, other hardware and/or modify your Device or computer or other hardware settings. You authorize us to connect to your Device or computer or, where included with the Services, other hardware to accomplish these tasks and will download and agree to any applicable end user licence agreement for any software used for such connection.
- TERMS AND CONDITIONS ROGERS TECHXPRT FOR WIRELESS As part of such remote support, Rogers and any third party that provides the Services to you on our behalf will have full access to your Device or computer, as applicable.

3. LIMITATIONS OF THE SERVICES

- (a) **Exclusions.** The Services do not include: (i) training on hardware or software use; (ii) programming; (iii) software development; (iv) product repair or replacement; (v) support for Windows® 2000 and earlier versions of Windows; (vi) support for Mac operating systems earlier than OS X; (vii) troubleshooting for home networking or international carriers; (viii) support for any software or hardware that was and/or is not commercially available or is obsolete, or any unlicensed software; (ix) problems or issues arising out of any impermissible or unauthorized use or modification of a product or service; (x) third party business application support; (xi) any data backup or restoration services; (xii) fraud protection; (xiii) mobile jailbreaking, rooting or unlocking; (xiv) warranty repair; (xv) support in any language other than English or French; or (xvi) anything outside the scope of remote support, such as where a visit to a subscriber's home would be required to resolve the issue at hand, given the Services cover remote support only and no level of in-home premium support is included.
- (b) **Not a Replacement for Other Support.** In addition, the Services do not include support for all possible software, hardware or other products, applications or features and we may defer support issues to the manufacturer or seller of your product. The Services are not intended to replace: (i) the more advanced technical support that may be available from software, hardware or other product manufacturers; or (ii) service provider connectivity support that can only be evaluated by a service provider with a direct network connection to the impacted service.
- (c) **Un-resolvable Issues.** While we will attempt to revolve your technology issues, you acknowledge and understand that there will be certain issues that we are unable to resolve through the Services. For example, you may experience technical problems as a result of software or hardware errors not yet resolved by a product manufacturer, and so we may not have the ability to obtain the information necessary to resolve such a

problem. In some cases, we may not be able to diagnose or resolve a problem because of complications with your Device or its configuration.

- (d) **Third Party Warranties.** Some software, hardware and other products for which you seek our support may be covered by the warranties provided by the original manufacturer or the seller of the product. Such third party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. In addition, you acknowledge that certain third party warranties may be limited or voided if unauthorized persons perform support service on the product covered. It is your responsibility to ensure that any impact that the Services might have on third party warranties is acceptable to you and you assume the risk of any and all such adverse impact on any third party warranties.

4. PRICING AND PAYMENT

- (a) **Agreement to Pay.** You agree that the Services ordered will be charged to your Rogers bill in the amount representing the price of the One-Time Service or the Subscription Services that you ordered (plus applicable taxes), which will be on a monthly recurring basis for any Subscription Services, as indicated when you place an order. Your purchase will be governed by the Rogers Terms of Service.
- (b) **Refunds.** All Services sales are final: there are no refunds or credits for any reason, except when we are unable to resolve your Incident in accordance with subsection 2(b), in which case you will receive a full refund of the price you paid for that One-Time Service.

5. YOUR RESPONSIBILITIES

You are solely responsible for the following matters:

- (a) **Maintaining and backing up all information, data, text or other materials and software stored on your Device and computer or, where included with the Services, other hardware before we provide the Services to you. For greater certainty, you acknowledge that the provisions under the “No Warranties” and “Limitations of Liability” headings in the Rogers Terms of Service apply, as applicable, to the Services.**
- (b) Ensuring that you own, have a licence for or have first obtained permission from the rightful owner or licence holder of any software, hardware and other products for which you request the Services.
- (c) Co-operating with us, following our instructions and promptly responding to our requests for information and complying with our requests to take actions necessary in order for us to provide the Services to you, including, without limitation, consenting to the downloading and use of software on your Device and computer and reviewing, agreeing to and complying with any applicable end user licence agreement for such software. You authorize us to download and use third party software (including trial versions that may expire and cease to function after a certain period of time without a subsequent purchase) on your Device and computer or, where included with the Services, other hardware in connection with the Services and you allow us to accept any end user licence agreement for such software on your behalf. You acknowledge that we may, but are not obligated to, remove any software downloaded to your Device and computer or, where included with the Services, other hardware during the Services after the closure of an Incident or termination of Subscription Services.

6. PRIVACY

Rogers respects your privacy. Our collection, use and disclosure of personal information in connection with the Services are governed by our Privacy Policy located at

<http://www.rogers.com/privacy>. Your personal information will be disclosed to any third party that provides the Services to you on our behalf.

7. HOW TO CONTACT US

To contact us regarding the Services, call 1-855-877-3887

Monthly Plan for Wireless		
Monthly Service Fee		\$7.99 (plus taxes)
Support restricted to Rogers wireless devices		
Mobile	Mobile / Tablet tethering support (issues addressable via wireless tethered to a computer)	✓
	Wireless to Computer syncing and linking	✓
Connectivity	Bluetooth / Wifi wireless connection and setup support	✓
Equipment	Peripherals for your wireless device	✓
	Premium new device setup (Personalization)	✓
	Advanced wireless device support (Settings, advanced features, etc.)	✓
Wireless Software / Applications	Wireless application setup and configuration (apps, store, browser, etc.)	✓
	Wireless application setup and configuration (apps, store, browser, etc.)	✓
Communications	Cross device syncing of personal and business emails	✓
Security	Rogers wireless security support (viruses, privacy settings, encryption / password support, etc.)	✓