

ROGERS SMART DRIVE TERMS AND CONDITIONS

1. Introductory Information

a. How do these terms and conditions apply to me?

These **Rogers Smart Drive™** Terms and Conditions (“**T&Cs**”) govern your use of the Rogers Smart Drive device which connects to your vehicle’s on-board diagnostics (OBD-II) port (the “**Device**”), the Rogers Smart Drive service which includes a Wi-Fi hotspot for your vehicle (“**Rogers Smart Drive**”), and the Rogers Smart Drive application developed by Mojio Inc. (the “**App**”). If you do not understand or agree to these T&Cs, you must not use the Device or Service, nor download, install or use the App. In this agreement, “**Rogers**”, “**us**”, “**we**” and “**our**” means Rogers Communications Canada Inc. Unless otherwise defined in this agreement, capitalized terms have the meanings given to them in the Rogers Terms of Service.

b. How do these terms and conditions work with my Rogers service agreement and other materials made available to me?

These T&Cs form part of our Agreement with you, and must be read with your applicable Rogers wireless service agreement and the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and posted at rogers.com/terms.

2. Your Use of the Device, the App and Rogers Smart Drive

a. What are some of my responsibilities relating to the Device, the App and Rogers Smart Drive?

Among other responsibilities, you specifically acknowledge and agree that:

- i. you are responsible for ensuring that the Device is installed securely and properly in your vehicle’s OBD-II port;
- ii. you will not install or remove the Device while your vehicle is running;
- iii. you are responsible for following safe driving practices at all times, including driving in accordance with all traffic laws and laws regarding use of smartphones while driving;
- iv. we do not warrant that your use of the Device, the App or Rogers Smart Drive will result in any efficiencies in the operation of your vehicle, or that detection of driving activity, mechanical errors or technical errors in your vehicle will be accurate; as such, you acknowledge and agree that the Device, the App and Rogers Smart Drive are not intended to replace the advice, guidance or diagnosis of licenced mechanics or proper vehicle maintenance, which you remain responsible for obtaining; and
- v. you will not install or use the Device in any vehicle that is not owned or controlled by you.

Please note that Rogers limits its liability in accordance with the Rogers Terms of Service provided to you and posted at rogers.com/terms.

b. Will the Device use my plan data other than the data used for the Rogers Smart Drive Wi-Fi hotspot?

Yes, the Device will be constantly sending your vehicle information to Mojo for the telematics portion of Rogers Smart Drive. This activity uses your wireless plan data, but only a small amount. **This data usage will continue, even if you have turned off your Rogers Smart Drive Wi-Fi. The only way to completely stop the Device from using wireless data is to unplug the Device from the OBD-II port, which should only be done while your vehicle is not running.**

c. Does Roam Like Home work with Rogers Smart Drive? How do I turn off Roam Like Home for Rogers Smart Drive if I don't want to use it while travelling?

Yes, Rogers Smart Drive is compatible with **Roam Like Home™**. Please note that if you are roaming off the Rogers wireless network, any data usage, including the data used for the telematics portion of the service (which usage continues, even if you have turned off your Rogers Smart Drive Wi-Fi), will activate Roam Like Home and will incur the daily Roam Like Home fee. **The only way to completely stop the Device from using wireless data is to unplug the Device from the OBD-II port, which should only be done while your vehicle is not running.**

d. Are there any limitations on using the Rogers Smart Drive Wi-Fi hotspot?

You can connect up to **5** Wi-Fi capable digital devices (such as smartphones, tablets and laptops) to the Rogers Smart Drive Wi-Fi hotspot. Your Rogers Smart Drive Wi-Fi hotspot is password-protected, so it is only available to those who have the password.

e. Will Rogers Smart Drive drain my vehicle's battery?

The Device goes into sleep mode when your vehicle is not in use, which conserves battery drain. However, we recommend unplugging the Device if you plan to park your vehicle for several weeks at a time to help avoid battery drain.

3. Compatibility

a. How do I know if Rogers Smart Drive will work with my vehicle?

We can't guarantee that Rogers Smart Drive will work with all vehicles, but it is designed to work with most gasoline and diesel engines as well as hybrid vehicles manufactured since 1996. The Device is not compatible with electric and plug-in hybrid vehicles. To determine if your vehicle is compatible, check out the vehicle compatibility tool (rogers.com/smartdrivecheck). Please note that different vehicles provide different types of information to the App, and Rogers Smart Drive is only able to work with the information

provided to it. For example, some diesel vehicles may not provide complete and accurate data regarding fuel efficiency.

b. How do I get the application for Rogers Smart Drive?

The App is available for download for compatible Android (Android 4.0.3 and above) devices on Google Play and for compatible iPhones (iPhone 5 or higher with iOS 9.3 and above) on the Apple App Store.

4. Limitation of Liability

a. Are there any other liability limitations relating to the Device, the App and Rogers Smart Drive?

Yes. These T&Cs must be read with the warranties, limitation of liability and indemnity provisions (and all other provisions) in the Rogers Terms of Service provided to you and posted at rogers.com/terms.

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