

## Wi-Fi Calling Terms & Conditions

**THESE WI-FI CALLING TERMS & CONDITIONS (the “Terms”) GOVERN YOUR USE OF THE WI-FI CALLING FEATURE (“Wi-Fi Calling”) AND CONTAIN IMPORTANT INFORMATION, INCLUDING 9-1-1 LIMITATIONS, DETAILS ABOUT POSSIBLE SERVICE CHARGES AND IMPACTS TO YOUR EXISTING WIRELESS SERVICE FEATURES. WHILE USING WI-FI CALLING, YOUR STANDARD WIRELESS PLAN RATES APPLY, INCLUDING LOCAL AND LONG DISTANCE AIRTIME, MESSAGING, ROAMING AND CURRENT PAY-PER-USE RATES. PLEASE READ CAREFULLY.**

These Terms supplement and are incorporated into the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy (for consumers) or the Rogers Small Business Terms of Service, Business Acceptable Use Policy and Privacy Policy (for small business customers) available at [rogers.com/terms](http://rogers.com/terms), and form part of our agreement with you. You agree to cause all persons who use Wi-Fi Calling on your device to observe and comply with these Terms.

### **1. What is Wi-Fi Calling?**

Wi-Fi Calling allows you to make and receive voice calls and send and receive SMS and MMS messages on your device over a Wi-Fi connection when there is unusable mobile coverage. The Wi-Fi Calling feature in your device settings must be turned on to activate and use Wi-Fi Calling. The status bar will display “WiFi Rogers” when Wi-Fi Calling is ready to be used.

### **2. Do I need a specific device or plan to use Wi-Fi Calling?**

To use Wi-Fi Calling, you must have the Wi-Fi Calling feature enabled on an eligible Rogers device. You must also subscribe to postpaid voice or voice and data service with Rogers. Prepaid customers cannot use Wi-Fi Calling.

### **3. What type of Wi-Fi connection do I need to use Wi-Fi Calling?**

To use Wi-Fi Calling, you must have access to a public or private Wi-Fi connection. Certain Wi-Fi connections may block ports which may prevent you from using Wi-Fi Calling. Minimum download and upload speeds are necessary to support voice calls using Wi-Fi Calling. While using Wi-Fi Calling, you will use internet data on the Wi-Fi connection. For example, a one-hour voice call made over Wi-Fi Calling will consume approximately 75MB of internet data on the Wi-Fi connection. Internet service charges and overage rates (if applicable) apply in accordance with your Rogers or third party internet service. When tethering, wireless data will be consumed on the device you are tethering from while using Wi-Fi Calling. If you are using a third party internet service provider to access Wi-Fi Calling, you acknowledge that any issues with your internet service are not the responsibility of Rogers, and it is your responsibility to resolve any such issues with your internet service provider.

### **4. How is Wi-Fi Calling rated while in Canada?**

All incoming calls, SMS and MMS messages received over Wi-Fi Calling while in Canada will be deducted from your airtime and messaging buckets included in your wireless plan. All outgoing calls, SMS and MMS messages sent over Wi-Fi Calling while in Canada to a Canadian number will be deducted from your airtime and messaging buckets included in your wireless plan and no long distance charges will apply. If you exceed your plan’s bucket, overage rates and/or current pay-per-use wireless rates apply. All outgoing calls, SMS and MMS messages to non-Canadian numbers will be rated according to the rates outlined in your wireless plan or current pay-per-use long distance wireless rates. **Please note: You may incur additional long distance charges and/or international SMS/MMS charges if your VPN, DNS or Internet provider is set to a country outside Canada.**

### **5. What is the Wi-Fi Calling experience while travelling outside of Canada?**

**Please Note: When you join a network while outside of Canada, information about the country where the network connection is made will be sent to Rogers for details like billing.**

While travelling outside of Canada and using Wi-Fi Calling, the following will be deducted from your airtime and messaging buckets included in your wireless plan with no long distance or roaming charges: (1) all incoming calls, SMS and MMS messages received from anywhere in the world; and (2) all outgoing calls, SMS and MMS messages made or sent by you to a Canadian number.

While travelling outside of Canada and using Wi-Fi Calling, all outgoing calls, SMS and MMS messages made or sent to a non-Canadian number will be rated the same as if they had been made on a mobile network. Roaming and/or long distance charges will vary depending on your roaming solution (e.g., **Roam Like Home™**, Travel Pack, roaming pay-per-use rates).

**Roam Like Home:** If you are opted in to **Roam Like Home**, an outgoing Wi-Fi call, SMS or MMS message made to a non-Canadian number will trigger the **Roam Like Home** daily surcharge. If you have already triggered the surcharge, then all outgoing Wi-Fi calls, SMS and MMS messages made or sent within the 24-hour period will be **Roam Like Home**-rated.

**Travel Pack:** If you have purchased a Travel Pack or other roaming add-on, all outgoing Wi-Fi calls, SMS or MMS messages made or sent to a non-Canadian number will be deducted from the minutes or messages included in your Travel Pack or roaming add-on. If you exceed your Travel Pack's bucket, the overage rates outlined in your Travel Pack apply.

**Pay-Per-Use Rates:** If you have not opted in to **Roam Like Home** and have not purchased a Travel Pack or roaming add-on, your outgoing Wi-Fi calls, SMS and MMS to a non-Canadian number will be rated per standard roaming pay-per-use rates.

## **6. How does 9-1-1 emergency service work on Wi-Fi Calling?**

**THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT THE 9-1-1 EMERGENCY SERVICE ASSOCIATED WITH WI-FI CALLING. PLEASE READ CAREFULLY.** There are important differences and unique limitations when dialing 9-1-1 using Wi-Fi Calling. By using Wi-Fi Calling, you acknowledge and agree to the information in this section regarding the limitations of using Wi-Fi Calling for dialing 9-1-1. If you are not comfortable with the limitations of Wi-Fi Calling's 9-1-1 service, we recommend that you not use Wi-Fi Calling, or consider an alternate means for accessing traditional 9-1-1 emergency services. We recommend you keep an alternative phone service handy to increase the reliability of your access to emergency services during any service interruption. **Please note: Wi-Fi Calling cannot support emergency calls made outside of Canada. Please ensure you are connected to a mobile network when attempting to make an emergency call outside of Canada so you can be routed to the nearest emergency services.** You agree to inform all people who use Wi-Fi Calling on your device of the following limitations and requirements.

- A. **Your 9-1-1 Emergency Address.** When you first turn on Wi-Fi Calling on your device, you will be asked to provide the full address for your most likely location for your device (your "**9-1-1 Emergency Address**"). You are responsible for updating your 9-1-1 Emergency Address. When calling 9-1-1 you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different) if you are able to do so. You may only register one 9-1-1 Emergency Address and your 9-1-1 Emergency Address must be a location in Canada. If you fail to comply with this requirement or we suspect you have provided false, inaccurate or incomplete location information, we have the right to restrict your current and/or future ability to access Wi-Fi Calling. Rogers will not, however, disable your ability to place a 9-1-1 call during any such restriction.

- B. **Placing 9-1-1 Calls.** When you dial 9-1-1 from your device using the mobile network (i.e., while not using Wi-Fi Calling), your call will route automatically to the proper Public Safety Answering Point (“PSAP”) based on the location you are calling from. If you dial 9-1-1 while using Wi-Fi Calling, your call routes to a specialized emergency call centre that will transfer your call to the correct PSAP by using the 9-1-1 Emergency Address you specified or based on the location you have provided to the 9-1-1 operator. When dialing 9-1-1 while using Wi-Fi Calling you must immediately inform the 9-1-1 operator of your location (or the location of the emergency, if different). It is important that you do not hang up unless directly told to do so, and if disconnected, you must immediately dial 9-1-1 again. You should also be prepared to provide your call-back number to the 9-1-1 operator. If you are using Wi-Fi Calling to dial 9-1-1 and the Wi-Fi connection is lost, your call to 9-1-1 will drop and the specialized emergency call centre and/or PSAP will not have any method of re-connecting with you. If this occurs you must dial 9-1-1 again.
- C. **Accuracy of 9-1-1 Information.** You agree to provide true, accurate, current and complete 9-1-1 Emergency Address and other information to Rogers, and are responsible for maintaining and updating the 9-1-1 Emergency Address information associated with your device. If you do not update your 9-1-1 Emergency Address and you do not correctly identify the location of the emergency, 9-1-1 calls you make while using Wi-Fi Calling will be routed based on your previously provided 9-1-1 Emergency Address and therefore may be routed to the incorrect PSAP for the emergency location. If you are unable to speak, the dispatcher may not be able to locate you if you have failed to update your 9-1-1 Emergency Address. You may update your 9-1-1 Emergency Address in the settings section of your device. During certain periods, updates to your 9-1-1 Emergency Address may not be reflected instantly (e.g., during IT maintenance periods). Please note that when you register or update your 9-1-1 Emergency Address, it will be validated for accuracy through a Canada Post and PSAP validation service. If the validation service is not able to recognize the proposed 9-1-1 Emergency Address that you provided, you will be provided with a recommendation for correction of the 9-1-1 Emergency Address. If you choose to override the recommendation provided, please be aware that your 9-1-1 Emergency Address will be manually updated the next business day. Therefore, in the event of an emergency, you may not have a 9-1-1 Emergency Address in the database until the end of the next business day. It is strongly encouraged that you always have an alternate means of accessing 9-1-1.
- D. **Connection Time and Technical Difficulties.** For technical reasons there is a possibility that your 9-1-1 call will produce a busy signal or will take longer to answer as compared to traditional 9-1-1 calls. The 9-1-1 service will not function if the internet access point and underlying Wi-Fi network is not configured correctly, does not have the bandwidth to carry a call, or if the Wi-Fi Calling feature is not functioning for any reason, including but not limited to, a power outage, Wi-Fi or broadband service outage or suspension, network or internet congestion or disconnection, mobile network outage or disconnection of your service because of billing issues or your breach of your Service Agreement.
- E. **Features Not Available for 9-1-1 Wi-Fi Calling.** Please note that the following features will not be available for 9-1-1 Wi-Fi Calling: Call Transfer (you cannot transfer a 9-1-1 call or transfer another call to 9-1-1); Conference Call (a 9-1-1 call cannot be included in a conference call); and Call Forwarding (you cannot forward calls to 9-1-1). In addition, you will not be able to put a 9-1-1 call on hold. T9-1-1 Service is not available for 9-1-1 Wi-Fi Calling (you cannot communicate with 9-1-1 operators via text message for deaf, hard of hearing or speech impaired users).
- F. **Limitation of Liability.** Rogers and its service providers disclaim all responsibility for the conduct of PSAPs, all other third parties involved in the provision of emergency response services and any technical difficulties associated with the functioning of the 9-1-1 service. Rogers and its service providers do not have any control over PSAPs and are therefore not responsible for

whether they answer 9-1-1 calls made using Wi-Fi Calling, how they answer these calls, or how they handle these calls. Rogers and its service providers rely on third parties to assist in the provision of 9-1-1 services, and disclaim any and all liability for acts or omissions by third parties in the provision of 9-1-1 services. Neither Rogers nor its service providers, officers or employees may be held liable for any claim, damage, or loss (including, without limitation, legal fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.

#### **7. How do I switch from using Wi-Fi Calling to the mobile network and vice versa?**

When you move between Wi-Fi Calling and the mobile network, your call will drop. While in Canada, your device will automatically default to using the mobile network over Wi-Fi Calling where both co-exist. However, while roaming, your device will automatically default to use Wi-Fi Calling over the mobile network where both services exist.

#### **8. Do location-based calls work with Wi-Fi Calling?**

Certain types of calls that are location-based will not be accurate when using Wi-Fi Calling from outside your device's local calling area. The service will assume that you are making a call from your device's local calling area. As such, you will reach service centres and receive information associated with your device's local calling area. These calls include 311 (City Services); 511 (Traffic Reporting); and 811 (Health Services).

#### **9. Are my existing wireless service features compatible with Wi-Fi Calling?**

Customers with select features and services, including any of the following, will not have access to Wi-Fi Calling: data blocking, ringback tunes, *Rogers One Number*<sup>™</sup>, Advanced Call Manager, Alternative Line Service, Teletypewriter, Wireless Priority, Common Voicemail, UMA Hotspot, Datacom, CS Data, FAX and USSD services. To activate Wi-Fi Calling, these features or services must be removed from your account.

#### **10. Will Wi-Fi Calling always be available to me?**

Wi-Fi Calling is provided on a best commercial efforts basis, with no guarantee of continued access or quality of service related to voice connectivity, on account of its reliance on public or private internet and/or mobile data networks.