

Financing Agreement - Accessories

This is your financing agreement (the "**Financing Agreement**") with Rogers Communications Canada Inc. ("**Rogers**") for the full or partial payment of your accessory purchase over time through a monthly payment plan charged to your Rogers account.

Customer Name: _____ Account Number: _____

Customer Address: _____ Place of Agreement (city/province): _____

Accessory Financing

The monthly payments set out below will be billed to your Rogers account for the purchase of the accessory item(s) described below ("**Accessory**"), beginning on the Effective Date and every month on the same calendar day for the duration of your Accessory Financing Term.

Agreement ID:	
Effective Date (MM/DD/YYYY):	
Expiry Date (MM/DD/YYYY):	
Accessory Financing Term:	24 months
Payment Frequency:	Monthly
Cost of Borrowing:	\$0.00
Interest Rate:	0.00%
Annual Percentage Rate (APR):	0.00%
Accessory Description:	
Accessory Price:	\$
Accessory Description:	
Accessory Price:	\$
Accessory Description:	
Accessory Price:	\$
Accessory Description:	
Accessory Price:	\$
Accessory Description:	
Accessory Price:	\$
Accessory Description:	
Accessory Price:	\$

Description	Accessory Price	Starting Financing Balances (1)	Monthly Financing Payments (2)
Total Accessory Price:	\$	\$	\$
GST/HST:	\$	\$	\$
PST/QST (if applicable):	\$	\$	\$
Total (including taxes):	\$	\$	\$

- Total Starting Financing Balance (including your total financed accessory amount and your financed taxes amount(s)) is your outstanding financing balance at the start of your Accessory Financing Term and the total of all monthly payments to be made by you over your Accessory Financing Term.
- Total Monthly Financing Payment (including your total financed accessory amount and your financed taxes amount(s)) is for the first **23** months, with a final total financing payment of \$_____ in month **24**. Monthly financing payments for your accessory and financed taxes are calculated by dividing the starting financing balance by the number of months in your financing term and rounding up to the nearest cent. Your final payment may be less to ensure your total monthly payments over the financing term equal your total starting financing balances. If you are financing multiple accessories, your monthly financing payments are first calculated at the individual accessory level and then added together for your total monthly financing payments.

Cancelling your Rogers Wireless Services: You must have an active Rogers account subscribed to Rogers postpaid wireless service. If, for any reason, your Rogers wireless services are cancelled or transferred, you must repay your total outstanding accessory financing balance at the time of that cancellation or transfer.

Accessory Returns: You may return accessories to the point of purchase within **15** days in like new condition with all packaging, manuals and your original receipt for a full refund. Headphones, headsets, earpieces and similar items must be unopened and remain sealed to be eligible for return. If you return one or more accessories and your total starting financing balance falls below the minimum financing threshold of **\$100.00**, you are no longer eligible to finance the remaining accessories. You must either repay your outstanding accessory financing balance at the time of the return or return the eligible remaining accessories.

General Financing Terms

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.

Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed;
- (c) or present an application to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments he has received from him. It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

Your Prepayment Rights: You may pay a partial or full amount of your outstanding financing balance under this Financing Agreement at any time without incurring any prepayment charge or penalty. To do so, please contact us at 1-888-764-3771. If you are a business customer, please contact us at 1-866-727-2141. Any partial prepayment of your outstanding financing balance will reduce your monthly payment; the length of your financing term will not change. If you make a partial prepayment, you agree that an updated financing agreement with your new monthly financing payment will not be issued. If you prepay your total outstanding financing balance in full, you will no longer be charged your monthly financing payments.

Cancelling this Financing Agreement: If, for any reason, this Financing Agreement is cancelled before the end of your financing term, you must repay your total outstanding financing balance. To the extent permitted by applicable law and after providing you with any required notice, we may cancel this Financing Agreement if you breach its terms, including for non-payment of your charges.

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Contract involving credit)

- (1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new road vehicle of which the consumer has taken delivery.

To cancel the contract, the consumer must:

- (a) return the goods to the merchant or his representative if he received delivery of the goods at the time each party came into possession of a duplicate of this contract;
- (b) forward a notice in writing for that purpose, or return the goods to the merchant or his representative if he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.

- (2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.

- (3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another.

The merchant shall assume the costs of restitution.

- (4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.

- (5) The consumer shall not cancel this contract if, as a result of any act or fault for which he is liable, he is unable to restore the goods to the merchant in the condition in which he received them.

- (6) The consumer may pay his obligation in whole or in part before maturity.

The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

- (7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections 73, 75 to 79 and 93 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

Default Charges: There are no fees charged for entering into this Financing Agreement. If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **3%** per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (**42.58%** per year) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

Not applicable to residents of Québec: We may apply administrative charges in connection with your account, including as a result of collection efforts due to non-payment and returned or rejected payments. A list of these charges is available on request, or at rogers.com/charges.

How to Contact Us: To contact Rogers about this Financing Agreement, call 1-888-764-3771 or, from your Rogers wireless phone, call *611 (it's a free call). You can also write to Rogers Customer Care, 100 Westmorland Street, Moncton, NB E1C 0G1 or contact us online at rogers.com/contactus. If you are a business customer, call 1-866-727-2141 or, from your Rogers wireless phone, call *611 (it's a free call); go online at rogers.com/business/contact-us to use our live chat and for more options. You can also write to Rogers Business Care e-Service, 8200 Dixie Road, Brampton, ON L6T 0C1.

This Financing Agreement must be read with the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and posted at rogers.com/terms.

By entering into this agreement, you:

- acknowledge that you have read, understand and agree to this Financing Agreement.
- authorize Rogers or any other member of the Rogers Communications Inc. organization to obtain information about your credit history to create and manage your account and assess your eligibility for other Rogers products and services. You acknowledge that Rogers may share your credit experience and credit information with others including credit bureaus, credit grantors and collection agencies.
- agree to be liable for the payment of all charges and other obligations under this Financing Agreement.

_____ Date
x
Customer Signature

_____ Date
x
Authorized Rogers Signature - Rogers Communications Canada Inc.