

WI-FI CALLING TERMS & CONDITIONS

WELCOME TO ROGERS' WI-FI CALLING SERVICE ("WI-FI CALLING"). THESE TERMS AND CONDITIONS ("TERMS") CONTAIN IMPORTANT INFORMATION ABOUT WI-FI CALLING, INCLUDING IMPORTANT 9-1-1 LIMITATIONS, DETAILS ABOUT POSSIBLE SERVICE CHARGES AND IMPACTS TO YOUR EXISTING WIRELESS SERVICE FEATURES, WHICH APPLY TO YOUR ORGANIZATION AND YOUR EMPLOYEES AND PERSONNEL WITH ACCESS TO WI-FI CALLING ("YOU" or "YOUR"). PLEASE READ CAREFULLY. PROVISION OF WI-FI CALLING IS CONDITIONAL ON YOUR CONTINUED COMPLIANCE WITH THESE TERMS. BY USING WI-FI CALLING OR MAKING IT AVAILABLE TO YOUR EMPLOYEES AND PERSONNEL, YOU CONFIRM THAT YOU HAVE AUTHORITY TO ACCEPT THESE TERMS ON BEHALF OF YOUR ORGANIZATION AND YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

When you accept these Terms and/or when you use Wi-Fi Calling, you agree that these Terms will govern your use of Wi-Fi Calling and that these Terms, together with the Rogers Business Acceptable Use Policy (available at www.rogers.com/terms), supplement, are incorporated into, and form part of our services agreement with you. Unless otherwise defined herein, capitalized terms have the meaning given to them in your services agreement with Rogers. You hereby confirm that you understand and agree to these Terms for all users given access to Wi-Fi Calling, as outlined below. You agree to cause all subscribers who use Wi-Fi Calling to observe and comply with these Terms.

1. Service:

1.1. Wi-Fi Calling lets you make and receive phone calls and send and receive SMS messages on your device over a Wi-Fi connection.

2. Eligibility and Usage Requirements:

2.1. To use Wi-Fi Calling, you must have the Wi-Fi Calling feature enabled on a compatible Rogers device with an LTE SIM. You must also subscribe to Rogers postpaid wireless voice and data service, and have administrative rights on your Wireless Device.

2.2. To use Wi-Fi Calling, you need access to a public or private Wi-Fi connection. While using Wi-Fi Calling, you will use internet data on the Wi-Fi connection. Minimum download and upload speeds are necessary to support voice calls using Wi-Fi Calling. Internet service charges and overage rates 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 use a third party internet service provider to access Wi-Fi Calling, 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

3. Service Charges:

NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, WHEN USING YOUR WIRELESS DEVICE, ALL STANDARD WIRELESS USAGE (INCLUDING BUT NOT LIMITED TO AIRTIME, DATA, LONG DISTANCE, ROAMING AND PAY-PER-USE CHARGES) WILL BE CHARGED AS PER YOUR WIRELESS PLAN AND CURRENT PAY-PER-USE WIRELESS RATES, AS APPLICABLE. IN ADDITION, WHEN USING WI-FI CALLING, YOU WILL REQUIRE INTERNET ACCESS AND WI-FI ACCESS; INTERNET SERVICE CHARGES/ROAMING CHARGES AND OVERAGE RATES (IF APPLICABLE) APPLY IN ACCORDANCE WITH YOUR ROGERS OR THIRD PARTY INTERNET

SERVICE PACKAGE AND/OR DATA PACKAGE. WHEN USING WI-FI CALLING, SERVICE RATES APPLY FOR CALLING AND MESSAGING AS FOLLOWS:

3.1. All incoming calls and 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 and 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, and 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 messaging charges if your VPN, DNS or Internet provider is set to a country outside Canada.**

3.2. You may incur overage charges for the internet service being used inside or outside of the Rogers network. You may further incur data and data roaming charges in respect of such services being used to access Wi-Fi Calling (e.g. tethering), depending on your data and roaming plan or package and whether or not you are using Wi-Fi to access Wi-Fi Calling.

3.3. 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: (1) all incoming calls and messages received from anywhere in the world; and (2) all outgoing calls and messages made or sent by you to a Canadian number.

3.4. While travelling outside of Canada and using Wi-Fi Calling, all outgoing calls and 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. Travel Pack, roaming pay-per-use rates).

4. Quality of Service:

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

5. Switching from Wi-Fi Calling to the Mobile Network:

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

6. Location Based Calls:

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

7. 9-1-1 LIMITATIONS:

THIS SECTION CONTAINS IMPORTANT INFORMATION ABOUT THE DIFFERENCES AND UNIQUE LIMITATIONS OF 9-1-1 EMERGENCY SERVICE USING WI-FI CALLING. PLEASE READ

CAREFULLY. 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 these limitations, 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. **Wi-Fi Calling cannot support emergency calls made outside of Canada or the United States. Please ensure you are connected to a mobile network when attempting to make an emergency call outside of Canada or the United States so you can be connected to the nearest emergency services.** You agree to inform all people who use Wi-Fi Calling on your Wireless Device of the following limitations and requirements:

7.1. Your 9-1-1 Emergency Address. When you first turn on Wi-Fi Calling on your Wireless Device, you will be asked to provide the full address for your most likely location for your Wireless 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 (1) 9-1-1 Emergency Address and your 9-1-1 Emergency Address must be a location in Canada or the United States. If a United States address is entered it must not be used for more than six (6) months of any given calendar year. 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.

7.2. Placing 9-1-1 Calls. When you dial 9-1-1 from your Wireless 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.

7.3. 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 Wireless 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 Wireless 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.

7.4. 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 services agreement with Rogers.

7.5. 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).

7.6. 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,