



Device Financing Agreement

SAMPLE

Device Financing Agreement

This device financing agreement (the "Agreement") is between Rogers Communications Canada Inc. ("Rogers") and you, the customer named below. This Agreement governs the full or partial payment of your purchase of a device (a "Device") over time through an equal monthly payments plan charged to your Rogers wireless service(s) account associated with the Device (the "Financing Program"). Upon entering into this Agreement, you must be: (i) an existing Rogers customer upgrading your device; or (ii) a new Rogers customer purchasing a new Device and activating your wireless service(s). The Device must be an eligible device used in conjunction with a subscription to Rogers postpaid wireless services(s) with an eligible price plan billed to your Rogers account. Unless otherwise specified, your participation in the program(s) may not be combined with any other promotions, offers or discounts. Certain customers, including, but not limited to, prepaid, corporate and government customers are not eligible.

Financing Program and Disclosure Statement

Any applicable taxes will be charged on the price of your Device and form part of the financed amount. Any Upfront Edge amount will be deducted after the applicable taxes have been charged. A monthly charge (as set out below) will be billed to your Rogers account, beginning on the Effective Date of Agreement and every month thereafter on the same calendar day for the duration of your Financing Agreement Term (as set out below).

Customer Name: _____

Customer Address: _____

Customer Telephone Number: _____

Account Number: _____

Effective Date of Agreement (YYYY-Mon-DD): _____

Expiry Date of Agreement (YYYY-Mon-DD): _____

Financing Agreement Term: _____ months

Place of Agreement (City/Province): _____

Device Model: _____ Device Colour: _____

Device Serial Number/IMEI: _____

Cost of Borrowing: **\$0.00**

Interest Rate: **0.00%**

Annual Percentage Rate (APR): **0.00%**

No Term Device Price: \$ _____

GST/HST: \$ _____

PST/QST: \$ _____

Less Upfront Edge Amount: \$ _____

Total Financed Amount (Device Price and Taxes less any

Upfront Edge Amount): \$ _____

This is your outstanding balance at the start of your Financing Agreement Term and the total of all payments to be made by you under this Agreement.

Payment Frequency: Monthly

Monthly Payment Amount: \$ _____

How we apply your monthly Payment: Each monthly payment you make on your Rogers account under this Agreement will be applied to reduce your outstanding balance under this Agreement.

Your Prepayment Rights: You may pay a partial amount or the full amount of your outstanding balance under this Agreement at any time without incurring any prepayment charge or penalty. To do so, please contact us at 1-888-764-3771. Any partial prepayment of your outstanding balance will reduce your monthly Payment Amount; the length of your Financing Agreement Term will not change. If you prepay your outstanding balance in full, your Financing Agreement Term will automatically expire and this Agreement will terminate.

Cancelling this Agreement: If, for any reason, this Agreement is terminated prior to the end of your Financing Agreement Term (as specified above), you must repay your outstanding balance upon termination of this Agreement. Otherwise, this Agreement will end on the Expiry Date of Agreement set out above. To the extent permitted by applicable law and after providing you with any required notice, we may terminate this Agreement if you breach its terms, including for non-payment of your charges.

Cancelling your Wireless Services Early: If, for any reason, your wireless service(s) and/or your Wireless Service Agreement associated with the Device purchased under this Agreement are terminated, you downgrade your price plan to a non-eligible price plan, or you transfer your wireless service(s) and/or Wireless Service Agreement to another person, you must repay your outstanding balance under this Agreement at the time of any such termination, downgrade or transfer.

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*.

Default Charges: There are no fees charged for entering into this 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: Administrative charges may be levied for administration or account processing activities in connection with your Rogers account, including as a result of collection efforts due to non-payment and returned or rejected payments. A list of such charges is available on request, or at rogers.com/charges, and is incorporated into this Agreement by reference.

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*.

Governing Law: This Agreement is governed exclusively by the laws of the province in which your billing address is located and you submit to the exclusive jurisdiction of the courts of such province, but if your billing address is outside of Canada, this Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

General: This Agreement, as amended from time to time, constitutes the entire agreement between you and Rogers for the financing of your Device purchase, and supersedes all prior agreements, written or oral, with respect to the same subject matter. Our failure to enforce strict performance of any provision of this Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of this Agreement. This Agreement enures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Rogers' respective successors and assigns. You may not assign or transfer this Agreement without our prior consent. We may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent. This Agreement has been drawn up in the English language at the express request of the parties. *La présente entente a été rédigée en anglais à la demande expresse des parties.*

How to Contact Us: To contact Rogers regarding this Agreement, call 1-888-764-3771 or, from your 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 small business (less than 30 employees), call 1-866-727-2141 or, from your wireless phone, call *611 (it's a free call); go online at rogers.com/small-business/contact-us to use our live chat and for more options. If you are an enterprise business (greater than 30 employees), call 1-877-274-3375. You can also write to Rogers Business Care e-Service, 8200 Dixie Road, Brampton, ON L6T 0C1.

By signing below, you:

- acknowledge that you have read, fully understand and agree to this Agreement.
- authorize Rogers to obtain information about your credit history and acknowledge that Rogers may provide information to others about your credit experience with Rogers.
- agree to be liable for the payment of all charges and other obligations under this Agreement.

x _____
Customer Signature Date

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