

ROGERS SMALL BUSINESS TERMS OF SERVICE

The following terms and conditions of service (the “Terms”) govern the Customer’s use of the Services. Any current Rogers document describing the plans, features, services or products a Customer has selected and any other document incorporated by reference (collectively, the “Materials”) together with these Terms constitute Rogers’ agreement with the Customer (the “Service Agreement”). If there is any inconsistency between the Materials and these Terms, these Terms will prevail.

Throughout this document:

- us, we, our and Rogers means the Rogers entity named in the Rogers customer record;
- you, your and Customer means the legal entity or individual named in the Rogers customer record;
- Party and Parties means either a single or both persons entering into this Service Agreement;-
- Service or Services means any or all of the voice services, Internet access services, phone services, television services or other services that you subscribe to under the Service Agreement or receive from or through Rogers;
- Equipment means any device, equipment or hardware used to access the Services or used in conjunction with the Services.

Your account information may, from time to time, be disclosed to other members of the Rogers organization and to our agents and authorized dealers in order to service your account and respond to your questions. If you do not wish to receive offers or information from related Rogers entities, please contact Rogers at the address set out below.

By entering into the Service Agreement, you:

- authorize Rogers to obtain information about your credit history and agree that Rogers may provide information to others about your credit experience;
- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use Services under your account or with your authorization to comply with the Service Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms prior to the activation of the Services;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services or the Equipment, whichever is earlier (the “Activation Date”).
2. Unless otherwise specified, we will bill you monthly. Billing for usage-based services is in arrears, and billing for flat-rate services is in advance. We may bill you, however, for a charge up to twelve months from the date the charge was incurred.
3. You are liable for all charges to your account, regardless of who incurred them. You are responsible for the security of any authorization codes relating to your account and the security of any equipment located at your premises. Charges to your account are due and payable in full from the date of your invoice or statement. Rogers invoice will include, and the Customer agrees to pay, in addition to the charges for

Services, any applicable taxes, any other charges imposed by law, interest on prior overdue invoices and charges for returned cheques.

4. Rogers reserves the right to recognize only those individuals authorized by you as the only person(s) authorized to modify, terminate or accept changes to your account and Services.
5. If payment of an amount due on your account is not received by us by the required payment date specified on your invoice, it will be considered a delinquent amount and will be subject to a late payment charge of 2.0% per month, calculated daily and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full.
6. If Rogers is required to initiate legal proceedings to collect any amounts due to Rogers by you, you will be liable for all reasonable costs incurred by us in such proceedings, including legal fees and expenses, collection agency fees or payments and court costs in addition to all amounts due for Services.
7. Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:
 - collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
 - returned or rejected payments;
 - change of any identifier (e.g., phone number); and
 - the restoral of Service.A list of such charges is available on request, or at rogers.com, and is incorporated into these Terms by reference.
8. Any questions or discrepancies regarding charges must be reported to us within ninety (90) days of the date of our invoice or other statement. Failure to notify us within this time period will constitute your acceptance of such charges. Any dispute regarding the migration of your Services to Rogers must be reported to us within thirty (30) days of the receipt of your first invoice for such Services. Payment of your first Rogers invoice will constitute your acceptance of the migration of your Services to Rogers.
9. Unless otherwise set out in the Materials, if you agree to subscribe to one of our plans or Services for a committed period of time (the "Commitment Period"), you will be subject to an early cancellation fee ("ECF") for each Service. The ECF will be assessed at a rate of \$20.00 per terminated Service for every month remaining in the Commitment Period. Any decrease in your Commitment Period may be subject to a fee, to be quoted upon your request for such decrease.
10. Changes to your account (e.g., price plan, features or identifiers) will not take effect until after your next billing date.
11. When your Commitment Period has expired, or where you purchase Services without a Commitment Period, Rogers may adjust the charges for Services upon thirty (30) days prior notice to you.

Deposit; Credit Requirements

12. At the time of your application for Services, you may be required to complete and sign an application to establish financial credibility (the "Credit Application"), and we will assign a credit limit and payment terms. You authorize Rogers to obtain information about your credit history at any time during the provision of Services. We may require a deposit or impose other payment or credit requirements (e.g., interim payments; mandatory pre-payments) on such terms as determined in our reasonable discretion. If your Service is terminated, we will apply any deposits or other payments against the outstanding final balance on your account.
13. Upon notice to you, we may adjust the credit limit on your account, acting reasonably. Services may be suspended upon notice to you, to any and all of your accounts, if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this credit limit. Recurring service charges continue to apply during any suspension of Services.

Identifiers

14. With the exception of toll free numbers registered in your name, you do not own any identifier (e.g., telephone, account or PIN number; e-mail, IP or Web page address; access code, etc.) assigned to you, and we may change or remove any identifier at any time upon notice to you.

Acceptable Use

15. Our Acceptable Use Policy, available at rogers.com/terms, is incorporated into these Terms by reference. Unless otherwise agreed upon in writing, you shall not resell, transfer or share any of the Services.

Equipment and Software

16. Except for Equipment that you have fully paid for, all Equipment installed or provided by us remains our property and you agree that you shall:
 - take reasonable care with such Equipment;
 - not sell, lease, mortgage, transfer, assign or encumber such Equipment;
 - not re-locate such Equipment without our knowledge and permission; and
 - return such Equipment as directed upon termination of the Services to which the Equipment related.

If such Equipment is lost, stolen or damaged or sold, leased, mortgaged, transferred, assigned, encumbered or not returned, you agree to pay us the undiscounted retail value of such Equipment, together with any costs incurred by us in seeking possession of such Equipment.

17. You authorize us and our representatives to enter or have access to your premises as necessary at mutually agreed upon times to install, maintain, inspect, repair or remove the Equipment or to maintain, investigate, protect, modify or improve the operation of our Services or our facilities.
18. Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 911 services). Such requirements may be changed from time to time at our sole discretion. Unless otherwise specified by us, you are solely responsible for updating or maintaining your Equipment and software as necessary to meet such requirements, and you may not be entitled to customer support from us if you fail to do so.
19. You are solely responsible for taking necessary precautions to protect yourself and your equipment, software, files and data against any risks inherent in the use of the Internet. Rogers is not responsible for any claims, losses, actions, damages, suits or proceedings relating to your failure to take appropriate security measures when using the Services.
20. You must immediately notify us, at any of the points of contact specified below, if your Equipment is lost, stolen or destroyed. Should you then wish to terminate your Services, your obligations under the Service Agreement, including the ECF, will apply.
21. Unless otherwise agreed, you are purchasing Services that require additional equipment, software and/or services, you acknowledge and agree that it is your sole responsibility to purchase, install, configure, secure and maintain, at your cost, (i) all such required equipment, software and services, including interconnections and network configurations (the "Customer's System") to enable you to purchase and receive the Services; and (ii) any additional equipment, software, services, enhancements or upgrades that become available for use with the Services. Rogers will have no responsibility hereunder to correct or fix any problems or errors relating to or caused by the installation, configuration, security or modification of the Customer's System or any of its components. Rogers shall not be responsible for charges incurred by the Customer by a third party's illegal or fraudulent usage of the Services. You are solely responsible for securing the Customer's System to mitigate such charges.
22. Any software and accompanying documentation we provide to you remains our property or that of our licensors. You will take reasonable steps to protect such software or documentation from theft, loss or

damage. You must review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of the Service Agreement.

23. You agree that it may be necessary for Rogers to temporarily suspend Services for technical or maintenance reasons. Such a suspension of service will not be considered a service interruption.

No Warranties; Limitations on our Liability

24. THE SERVICES, EQUIPMENT AND ANY SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITATION, ROGERS DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, YOUR CONNECTION TO THE INTERNET, EQUIPMENT, THE SERVICES, OR ANY SOFTWARE PROVIDED BY ROGERS OR ITS LICENSORS. YOU BEAR THE ENTIRE RISK AS TO USE OF THE SERVICES, EQUIPMENT AND ANY SOFTWARE AND THE AVAILABILITY, ACCURACY, RELIABILITY, TIMELINESS, QUALITY AND PERFORMANCE OF THE SERVICES, EQUIPMENT, AND ANY SOFTWARE AND THE RESULTS OBTAINED FROM USE OF THE SERVICES, EQUIPMENT AND ANY SOFTWARE. WE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME. WE DO NOT MAKE EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, EQUIPMENT, ANY SOFTWARE OR ANY MERCHANDISE, INFORMATION OR SERVICE AVAILABLE ON THE INTERNET OR THROUGH THE SERVICES. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROGERS OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS SERVICE AGREEMENT.
25. You acknowledge and understand that the Services or access to the Services, including 9-1-1 Emergency Access or special needs services, may not function correctly, or at all, in the following circumstances:
- if your Equipment fails, is not configured correctly or does not meet Rogers' requirements;
 - in the event of a network outage or extended power failure;
 - if you tamper with or, in some cases, move the Equipment; or
 - following suspension or termination of your Services or account.
26. Neither Rogers or its affiliates, licensors, suppliers and agents (and their respective employees, officers, directors and representatives) are responsible or liable to you for any content, applications or services provided to you or accessible by you through the Services, any charges incurred in connection with such content, applications or services or anything that is or can be done with such content, applications or services even if you are billed for such content, applications or services. All such content, applications or services is accessed or transmitted solely at your own risk.
27. Rogers' liability to the Customer under or in connection with this Service Agreement, if any, shall not exceed the total monthly charges for the Service(s) connected to the incident(s) and the location(s) that gave rise to the liability. Rogers' liability to the Customer, if any, shall be limited to direct damages and in no event shall Rogers be liable for lost profits, loss of data, economic loss, down time costs, costs of substitute goods or services, lost goodwill, loss from work stoppage, costs of overhead, loss of anticipated benefits hereunder, or any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (even if Rogers has been advised of the possibility of such damages), arising out of or in any way connected with this Service Agreement. These limitations apply to all causes of action, including those arising from breach of contract and tort (including negligence).

Confidentiality of Your Information

28. For the purposes of this Service Agreement, “Confidential Information” means all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing Party, is not generally known to competitors of the disclosing Party, and which has been communicated to the other Party. Confidential Information shall include personal information (as such term is defined in the applicable Privacy Laws), information relative to the current or proposed business plans of the disclosing Party, financial information relating thereto, telephone calling pattern information, prices, trade secrets, know-how, formulas, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business and operations of the disclosing Party to this Service Agreement. Confidential Information does not include data or information:
- which is or becomes available to the public through no wrongful act of the receiving Party;
 - which is received from a third party without restriction of confidentiality and without breach of this Service Agreement; or
 - which is independently developed by the receiving Party without use of Confidential Information of the disclosing Party.
29. The Parties may disclose to each other certain Confidential Information, either directly, as by verbal or written communications, or indirectly, as by permitting employees of one Party to observe various operations or processes conducted by the other. These disclosures are made upon the basis of each Party's agreement that, unless the other Party gives express consent, subject to the below, it will,
- not disclose Confidential Information to anyone and use it solely for the purpose of carrying out its obligations under this Service Agreement;
 - promptly return to the disclosing Party, upon its request, all tangible material considered Confidential Information, including all copies and notes, whether such material was made or compiled by the receiving Party or furnished by the disclosing Party; and
 - take reasonable precautions to protect from disclosure Confidential Information disclosed to it by the other.
30. These confidentiality obligations shall not apply to Confidential Information which is disclosed pursuant to applicable law, provided that if disclosure is requested, the Party being required to disclose the Confidential Information shall provide the other Party with prompt notice of the request to enable the other Party to seek a protective order, and shall take reasonable steps to limit the amount of disclosure. Further, nothing in this section prohibits Rogers from disclosing any information to:
- the Customer;
 - a person who, in Rogers' reasonable judgement, is seeking the information as the Customer's agent;
 - a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - an agent retained by Rogers in the collection of the Customer's account or to perform other administrative functions for Rogers, provided the information is required for and used only for that purpose;
 - an agent retained by Rogers to evaluate the Customer's creditworthiness, provided the information is required for and is to be used only for that purpose;
 - another communications carrier, subcontractor or other person, or to an affiliate of Rogers, provided the information is to be used for the efficient and cost effective provision of Services to Customer and disclosure is made on a confidential basis with the information to be used solely for that purpose;
 - satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal (including criminal) action against Customer; provide the Services properly; ensure or enforce compliance with the Service Agreement or to protect Rogers, its affiliates or customers; or

- a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of the information.
31. Express consent may be taken to be given by the Customer where the Customer provides:
- written consent;
 - oral confirmation verified by an independent third party;
 - electronic confirmation through the use of a toll-free number;
 - electronic confirmation via the Internet;
 - oral consent, where an audio recording of the consent is retained by Rogers; or
 - consent through other methods, as long as an objective documented record of the Customer's consent is created by the Customer or by an independent third party.
32. Customer's account information may, from time to time, be disclosed to other members of the Rogers Communications organization and to Rogers' agents in order to service the Customer's account, to respond to the Customer's questions and to promote additional products and services offered by Rogers that may interest the Customer. In addition, Rogers may use e-mail, short text messages, telemarketing and direct mail to inform Customer and its end users about products and services from Rogers and related Rogers companies that Rogers feels may interest the Customer and/or end users. If the Customer prefers to not to receive these types of communications, the Customer may contact Rogers at 1 866 727-2141 to inform Rogers of such preferences.
33. In the event of a breach, or threatened breach, of any of the foregoing confidentiality provisions, the Parties agree that the harm suffered by the injured Party would not be compensable by monetary damages alone and, accordingly, that the injured Party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.
34. Rogers is authorized to have access to and to make use of Personal Information for the term of this Service Agreement as is appropriate for the performance by Rogers of its obligations hereunder. However, the Customer will be the controller of its Personal Information for purposes of all applicable laws relating to data privacy, transborder data flow and data protection (collectively, the "Privacy Laws"), and nothing in this Service Agreement will restrict or limit in any way the Customer's rights or obligations as controller of Personal Information for such purposes. Without limiting the foregoing, you acknowledge and agree that, to the best of your knowledge and belief, you have obtained all necessary authorizations and consents required under Privacy Laws to permit Rogers to process Personal Information in providing the Services. Personal Information collected in connection with the provision of the Services may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions, as enforced by the courts, law enforcement and national security authorities of such jurisdictions.

Term; Suspension; Termination

35. The term of the Service Agreement, and any applicable Commitment Period, starts on the Activation Date and shall continue until terminated in accordance with the provisions of the Service Agreement or applicable law.
36. Upon the expiry of any applicable Commitment Period, the Services shall continue to be provided by Rogers on a month-to-month basis, and the charges for such Services are subject to change to reflect Rogers' then-current charges for such Services provided without a Commitment Period.
37. You may terminate all or any part of your Services:
- during the applicable Commitment Period upon no less than sixty (60) days advance notice by contacting Rogers at the appropriate points of contact specified in these Terms, and upon payment of the applicable ECF, except in respect of any service for which a shorter notice period is required by applicable legislation or regulation in which case termination of any such service will be effective on the later of the date of your notice or any future date specified by you and upon payment of the applicable ECF; or

- where such Services are not subject to a Commitment Period, upon no less than thirty (30) days advance notice by contacting Rogers at the appropriate points of contact specified in these Terms, except in respect of any service for which a shorter notice period is required by applicable legislation or regulation in which case termination of any such service will be effective on the later of the date of your notice or any future date specified by you.

Applicable charges continue to apply until the effective date of the termination communicated to Rogers.

38. Rogers may terminate all or any part of your Services or accounts:

- Where such Services are not subject to a Commitment Period, upon no less than thirty (30) days advance notice to you; or
- Upon no less than sixty (60) days advance notice where Rogers decides to cease offering the Services generally in the applicable area.

Applicable charges continue to apply until the end of the notice period or until the Services are no longer accessible by you, whichever is later.

39. We may restrict, block, suspend or terminate any or all of your Services or accounts, including 9-1-1 Emergency Access, or identifiers in any way, without notice or liability to you, if:

- you are in breach of the Service Agreement, including non-payment of your charges;
- you do not maintain Service usage within the prescribed credit limit;
- we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services or facilities by others;
- you harass, threaten or abuse us or our employees or agents;
- you fraudulently or improperly seek to avoid payment to us;
- bankruptcy or insolvency proceedings are instituted by or against you; or
- we reasonably believe that there is an emergency or extreme circumstance that would warrant such action.

40. If we restrict, suspend, block or terminate your Services or accounts:

- you must pay any amounts owing, including applicable late payment charge;
- your access to emergency or special needs services (e.g., 9-1-1) may also be restricted, suspended, blocked or terminated; and
- you will return all Equipment as directed.

41. If we continue to provide Services after a termination or expiration date, you agree that the terms of this Services Agreement will apply to such provided Services and you agree to pay Rogers the then-current month-to-month charges for such Services.

Arbitration

42. To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- the Service Agreement;
- the Services or Equipment;
- oral or written statements, advertisements or promotions relating to the Service Agreement, the Services or Equipment; or
- the relationships that result from the Service Agreement.

43. Where applicable, arbitration will be conducted in the province in which your billing address is located, but if your billing address is outside of Canada, arbitration will be conducted in the Province of Ontario, on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice.

Intellectual Property

44. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Rogers Communications Canada Inc. or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the Rogers Legal Department.

General

45. The Service Agreement, as amended from time to time, constitutes the entire agreement between you and Rogers for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. If any portion of the Service Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of the Service 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 the Service Agreement. Non-performance by either Party of obligations other than payment obligations will be excused to the extent that performance is rendered impossible by events beyond the reasonable control of the non performing Party provided that such Party makes commercially reasonable efforts to circumvent such events. The Service Agreement enures to the benefit of and is binding on you, Rogers and on your and Rogers' respective successors and assigns. You may not assign or transfer the Service Agreement without our prior written consent. We may assign or transfer the Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 9, 24-34, 32-37, and 40-42 survive termination of the Service Agreement. These Terms have been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties.

Governing Law

46. The Service Agreement is governed exclusively by the laws of the province in which your billing address is located, but if your billing address is outside of Canada, the Service Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario.

How to Contact Us

47. To contact Rogers regarding your Small Business Services: call 1-866-727-2141.
48. Any notice of a claim must be given to the Rogers Legal Department, 9th Floor, 333 Bloor Street East, Toronto, ON M4W 1G9.
49. Any notice so given shall be deemed to have been received on the date on which it was hand delivered, or sent by facsimile, or if sent by registered mail only (which method of service shall not be a valid form of providing notice during a postal strike), five (5) business days after the notice was sent.

ADDITIONAL TERMS APPLICABLE TO INTERNET ACCESS SERVICES

Business Internet Access

50. Rogers Business Internet services are available for business customers to connect to the Rogers high speed backbone network and the Internet for the purposes of transacting business. The following is a general description of the service, subject to change:
- a) a high speed Internet Connection, including modem rental required for use of the service;

- b) Rogers.com e-mail addresses (quantities vary per plan);
- c) Web-based access to your e-mail account;
- d) Dynamic or Static IP(s) (type and quantities vary per plan);
- e) Security features such as anti-spam filtering, and personal firewall (license quantities vary per plan); and
- f) Rogers Business Internet Software.

51. The minimum system requirements to use Rogers Business Internet Service, subject to change, are:
Windows-based systems:

- Windows 98, 98SE, ME, 2000 Professional, XP
- CPU: Pentium 133 MHz
- CD-Rom: Required
- RAM: 32 Mb, 64 Mb recommended
- Free Disk space: 150 MB

Macintosh systems:

- Mac OS: System 8.5 and newer
- CPU: Power PC 601 or any speed G3
- CD-Rom: Required
- RAM: 32 Mb, 64 Mb recommended
- Free Disk space: 50 MB

You acknowledge that if you proceed with the installation of the Services on one or more computers that do not meet the recommended minimum requirements, you will not be entitled to receive Rogers customer support relating to any issues other than the quality of the signal delivered to your modem.

52. Rogers reserves the right to charge you in the event that your monthly bandwidth usage exceeds 300GB for Business Internet Basic Services. Rogers may implement certain other limitations with respect to bandwidth and data storage, as well as other limitations on the Services which are intended to prevent activity that may restrict, inhibit, or degrade other subscribers' use of the Services, or represents (in the sole judgment of Rogers, acting reasonably) an unusually large burden on the network itself. In addition, you will cooperate with Rogers to ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Rogers' ability to deliver the Services, and monitor and investigate the Services, backbone, network nodes, and/or other network services or components. Rogers' notification of such limitations may be delivered to you via print or e-mail, and your continued use of the Services once such notification has been delivered means that you have agreed to abide by such limitations.
53. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to your computer(s) or other equipment. You should back-up your computer files by copying them to another storage medium prior to installation of the Equipment.
54. You do not own any addresses provided to you by Rogers, including, but not limited to IP addresses, e-mail addresses and web page addresses. These addresses may be modified, changed or removed without notice to you. You are permitted to use only those IP addresses provided to you.

Business Applications

Web Hosting Services

55. You agree that your use of the Web Hosting Services will not exceed the space and traffic limits for the applicable package you have selected. For greater certainty, website traffic includes all incoming traffic to your website. If you exceed these limits, Rogers may, in its sole discretion, assess you with additional charges, suspend some or all of the Services (including without limitation, the Web Hosting Services) or terminate the Service Agreement.
56. You represent, warrant and covenant that: (i) you have acquired or will acquire all authorization(s) necessary for hypertext links to third party websites or other content accessible from your website; (ii) you have verified or will verify the accuracy of materials distributed or made available for distribution via your website, including without limitation, the content, descriptive claims, warranties, guarantees, nature

of business and address where business is conducted; (iii) the content you display on your website is suitable for publication, is not libelous or defamatory, does not breach intellectual property rights (including without limitation, copyright of any third party) and complies with all laws, regulations, court orders and other legal requirements; (iv) you are solely responsible for fulfillment of purchase orders and delivery of all products, services and information purchased or requested through your website and any and all collection activity, customs duties and local taxation requirements in respect thereto; (v) you have not and will not engage in any deep linking, framing, or use of robots, spiders, web crawlers or other intelligent agents in order to copy, use, display or distribute any content, data, software or technology owned or in the possession of a third party without the permission of such third party; and (vi) you have not and will not use, display or otherwise incorporate as part of your website or any domain name used in association therewith (including without limitation, as a metatag) any trademark, trade name, individual's name or other content in which a third party owns intellectual property, personality or privacy rights without the permission of such third party or with the intention of diverting or attracting users searching for or attempting to reach another website.

57. You agree that you are solely responsible for keeping copies of all content, software or other components of your website and that neither Rogers nor its affiliates, licensors, suppliers or agents shall have any responsibility or liability for any such lost content, software or other components of your website, even if such loss is the fault of Rogers or its affiliates, licensors, suppliers or agents.
58. You agree that all material, data and other content placed on our equipment is in a condition that is "server-ready" and is in a form requiring no further manipulation by Rogers or its affiliates, licensors, suppliers or agents. Rogers will make no effort to validate any such information for content, correctness or usability. In the event that any material, data or content is not "server-ready", Rogers reserves the option at any time to reject such material, data and/or content. Rogers will notify you of such rejection in advance and provide you with a reasonable opportunity to amend or modify the material, data and/or content to satisfy its requirements.
59. Rogers reserves the right, in its sole discretion, to suspend or terminate your web hosting account immediately upon notice to you if: (i) Rogers determines that you are adversely affecting server performance or the integrity of the network; (ii) your domain name registration is revoked or placed on "hold" or assigned to a third party; or (iii) Rogers becomes aware of any complaints, conflicting claims or court orders regarding your domain name.

Domain Name Services

60. Rogers is not a domain name registry or domain registrar. You agree that you are responsible for all applicable registration fees charged by any DNS registration authority for these services. You further agree that the inability to use a domain name shall not entitle you to a refund by Rogers of any fee paid with respect to such unusable domain name.
61. You represent, warrant and covenant that: (i) any domain name requested or used by you will not interfere with the rights of, or infringe upon any trademark, trade name, copyright, personality right, privacy right or other right of a third party; (ii) all statements made on your domain name application are true and correct; and (iii) you have a legitimate business purpose for registering and using the domain name and you will not use the domain name in bad faith.
62. Without limiting the generality of Sections 24., 26 and 27, Rogers is not responsible or liable for: (a) acts, omissions, or misconduct by a domain name registry authority, including a breach by a domain name registry authority of an agreement, duty or obligation to you, a failure or refusal by a domain name registry authority to register, renew, or transfer a domain name registration, or any cancellation or transfer of a domain name registration by a domain name registry authority; or (b) any delays in accessing domain name registry information, or any error or omission in any domain name registry information.
63. Without limiting the generality of Sections 24, 26 and 27: (a) Customer is solely responsible and liable for all of its domain name transactions and its selection and use of domain names; (b) Rogers does not review domain name transactions or domain names for compliance with applicable laws or non-infringement of third party rights, and Rogers is not responsible or liable for any domain name transactions or Customer's

- selection or use of any domain names, or any claims or disputes arising from, connected with or relating to those matters; and (c) Customer acknowledges and agrees that its domain name transactions and its selection and use of domain names may be subject to objection or challenge by other persons.
64. Without limiting the generality of Sections 24, 26 and 27, Rogers is not responsible or liable for public access to, via the WHOIS query function, or use of the information disclosed by Rogers or by the domain name registry authority regarding your domain names and domain name transactions.
65. Rogers reserves the right to terminate the provisioning of the Domain Name Services immediately upon written notice to you if: (i) your domain name registration is revoked or placed on "hold" or assigned to a third party; or (ii) Rogers becomes aware of any complaints, conflicting claims or court orders regarding your domain name.
66. For Domain Name Services purchased via the Rogers Services for Business (RS4B) portal, the domain name registrar is webnames.ca. The use of Webnames.ca domain name registration services are governed by:
1. the [Webnames.Ca Terms of Use and Services Agreement](#)), which applies to all Webnames.ca services; **and**
 2. the [Webnames.ca Supplementary Agreement for Domain Name Transactions](#)
 3. the [Webnames.ca Supplementary Agreement for ICANN Top-Level Domain Names](#) for domains governed by ICANN
 4. each Supplementary Agreement (listed below) that applies to the specific domain names that you apply to register. Some domains have multiple Supplementary Agreements and Policies. The links to Registry policies and agreements below are for convenience only. Registrants are solely responsible for accessing and complying with all Registry agreements and policies.
67. You agree to be bound by the terms of the Internet Corporation for Assigned Names and Numbers (ICANN) (<https://www.icann.org/resources/pages/consensus-policies-2012-02-25-en>) and the Canadian Internet Registration Authority's (CIRA) (<https://services.cira.ca/agree/agreement/agreement.jsp>) then current domain name policies, and all other domain name registries' then current domain name policies, as applicable, and/or the policies of any DNS registration authority to which you become subject upon registration of your domain name.
68. Customer acknowledges that the ICANN webpage detailing Registrant Educational Information, summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies (as of the date of these Terms, located at: <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>) each apply to the Domain Name Services. In addition, the ICANN Registrants' Benefits and Responsibilities Specification (as of the date of these Terms, located at <https://www.icann.org/resources/pages/benefits-2013-09-16-en>) apply to the Domain Name Services.
69. You agree that Rogers, or the applicable domain name registrar, will contact you annual during your use of the Domain Name Services to confirm the Customer's WHOIS registration is accurate and up-to-date, in accordance with ICANN's WHOIS Data Reminder Policy (WDRP) (as of the date of these Terms, located at <https://www.icann.org/resources/pages/wdrp-2012-02-25-en>). The provision of false WHOIS information can be grounds for cancellation of the Domain Name Services and domain name registration. The Customer must review its WHOIS data, and make any corrections.
70. During the provision of Domain Name Services to the Customer, Rogers or its supplier of domain name registration will:
- (a) verify the Customer's contact information through one of the following methods:
 - i. Verifying the applicable Customer telephone number through either:
 1. calling or sending an SMS to the telephone number and providing a unique code that must be returned in a unique manner as designated by Rogers; or
 2. calling telephone number and requiring the Customer to provide a unique code that was previously sent to the Customer; or
 3. confirming the telephone number provided by Customer corresponds to Rogers' internal records associated with such Customer; or

- ii. Verifying the applicable Customer email address through sending an email requiring an affirmative response through a tool-based authentication method.
71. Prior to the expiry of the Customer's domain name registry, Rogers will send two (2) reminder notifications requesting renewal of the domain name registration, and if the domain name registration has not been renewed within five (5) days of its expiry, a third renewal notification will be sent, all in accordance with ICANN Expired Registration Recovery Policy (ERRP) (as of the date of these Terms, located at <https://www.icann.org/resources/pages/errp-2013-02-28-en>).
72. In order to comply with ICANN registration requirements, Rogers or the domain name registrar may be required to provide the following Customer information to ICANN or a supplier acting on ICANN's behalf, and the Customer hereby consents to such disclosure:
 - i. The name of the registered domain name;
 - ii. The names of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - iii. The expiration date of the domain name registration;
 - iv. The name and postal address of the Customer; and
 - v. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact, administrative contact and billing contact for the registered domain name.

Business Internet (IP) Fax Service

73. You agree that you are not the owner of any telephone number(s) assigned to you by Rogers. Ownership of all telephone number(s) is vested solely with the association that governs such numbers.
74. You agree that following the termination of this Service for any reason, the phone number(s) assigned to you may be re-assigned immediately to another customer and you agree that Rogers and its affiliates will not be liable for damages (including indirect, consequential, special, aggravated, exemplary or punitive damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if Rogers has been advised of the possibility of such damages.
75. You understand and agree that Rogers may, from time to time, in its sole discretion, need to change the telephone number(s) assigned to you. You agree that Rogers and its affiliates will not be liable for damages (including indirect, consequential, special, aggravated, exemplary or punitive damages) arising out of any such change in the telephone number(s) assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Rogers has been advised of the possibility of such damages.

Data Secure Backup™ Services

76. Prior to accessing the Data Secure Backup Service, you must have read and agreed to the terms of the agreement governing your use of Connected Corporation's Distributed Data Protection client software (included as part of the software application). You agree that you are not authorized to charge services provided to you or at your request to the telephone number(s) assigned to you by Rogers and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. Any charges will give Rogers the right to immediately terminate your use of the Service without notice.
77. You are solely responsible for selecting data to be backed up. The Data Secure Backup Service will not backup or otherwise protect files unless those files have been specifically designed by you for backup. The Data Secure Backup Service may not be capable of backing up certain files and file types. For example, the Data Secure Backup Service cannot be used for backing up multimedia files, such as image, video and/or audio files.

78. You will be issued a UserID and password combination in order to access this Service. You are solely responsible for the safekeeping and security of your UserID and password. Rogers is not responsible for any loss or damage suffered as a result of any unauthorized use of your UserID and password.
79. You agree that your use of the Data Secure Backup Service will not exceed the data backup space limit for the applicable package you have selected. For clarity, data backup space is calculated as the sum of the sizes of all user-selected files on all of the computers associated with your Data Secure Backup service plan. If you exceed this limit, Rogers may, in its sole discretion, assess you with additional charges, suspend or terminate your access to any or all of the Services (including without limitation, the Data Secure Backup Service) or terminate the Service Agreement.
80. You represent, warrant and covenant that you will not use the Data Secure Backup Service (a) to store data that infringes intellectual property rights (including, without limitation, copyright of any third party) or which fails to comply with any law, regulation, court order or other legal requirements; (b) to store critical data, the loss of which could result in risk of death, personal injury, property loss or damage, or environmental damage, or (c) in connection with any medical application, device or system. Rogers reserves the right at any time to remove any material, data and/or content that fails to comply with subsections (a) and/or (-b) of this Section 80. Rogers will notify you of such removal in advance and provide you with a reasonable opportunity to amend, remove or modify the material, data and/or content to satisfy its requirements. In case of a breach of this Section 80, in addition to any other rights and remedies that Rogers may be entitled to under this Service Agreement or otherwise, Rogers reserves the right, in its sole discretion to suspend or terminate your access to any or all of the Services (including, without limitation, the Data Secure Backup Service) or terminate the Service Agreement.
81. ALL BACKED UP DATA WILL BE PERMANENTLY DELETED FOLLOWING THE EXPIRATION OR TERMINATION OF YOUR DATA SECURE BACKUP ACCOUNT.

Rogers Online Protection Business Edition

82. Customers purchasing Rogers' premium-paid online protection services, known as Rogers Online Protection Business Edition (ROPBE), will receive the following online protection features: Virus Protection, Spyware Protection, Firewall, Content Filtering, Fraud Protection, Wi-Fi Security and PC Optimizer. Details of the functionality and limitations of the ROPBE features are set out in the relevant Materials.

Rogers Mobile Work Folder

The following terms apply to your purchase of Rogers Mobile Work Folder, provided by Rogers' supplier, Soonr, Inc.

83. **Storage of Content.** To the extent that the Rogers Mobile Work Folder provide you with an opportunity to store and exchange information, materials, data, files, programs, ideas and opinions ("Content"), you hereby represent and warrant that you have all necessary rights in and to all Content you provide and all information contained therein. By registering to use the Rogers Mobile Work Folder, you understand and acknowledge that Rogers and its contractors retain an irrevocable, royalty-free, worldwide license to use, copy, and display such Content for the sole purpose of providing to you the Rogers Mobile Work Folder for which you have registered. You continue to retain all ownership rights in any Content you provide and shall remain solely responsible for your conduct, your users' Content, and any material or information transmitted to other users for interaction with other users. Rogers does not claim any ownership rights in any of your Content.
84. **Authorized Access to Content.** If you have designated a person (whether by email, by registering such person with Rogers or its supplier, by granting such person access to your username and password or by having your computer registered for the Rogers Mobile Work Folder where another party is paying for the

- backup of your files) to have access to your Content, you hereby authorize Rogers to give such designated person access to your Content, including without limitation in the event of your death or incapacity.
85. Copyright Complaints and Removal Policy. It is Rogers' policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in Canada, the Copyright Act) and to terminate the accounts of repeat infringers. Rogers does not permit material infringing copyright law on its equipment or network, and reserves the right to remove from Rogers' servers any content that infringes any copyright or other intellectual property rights. If you believe that content hosted by Rogers infringes a copyright, please provide Rogers with the written information specified below: (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) A description of the copyrighted work that you claim has been infringed upon; (c) A description of where the material that you claim is infringing is located on Rogers' website; (d) your address, telephone number, and e-mail address; (e) A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
86. Cancellation of Data Back-Up Services. The following language applies to the cancellation of Rogers Mobile Work Folder:
- (a) Upon cancellation by Rogers or at your direction ANY DATA YOU HAVE STORED THROUGH THE DATA BACK-UP SERVICES MAY NOT BE RETRIEVED, and Rogers shall have no obligation to maintain any data stored in your account or to forward any data to you or any third party. You agree that Rogers may retain (but shall have no obligation to retain) your data for a period after your account has been terminated, expired, or otherwise lapsed.
 - (b) If you cancel a team account, all team member accounts will be terminated as well. Upon cancelling your account, you will receive a FINAL termination notice stating that your data has been deleted from our system.
 - (c) In addition to other cancellation provisions, trial, free, and demo accounts are subject to termination if: (a) you do not engage in any activity within thirty (30) days of registration, or (b) you do not engage in any activity for any period of sixty (60) consecutive days. We will send you an email reminding you of our policy and informing you that your account will be closed within seven (7) days unless you begin to use the account during that period. At the conclusion of that seven (7) day period, absent any such activity we will close the account. ANY DATA YOU MAY HAVE STORED WILL BE LOST.
 - (d) Upon the cancellation of your Rogers Mobile Work Folder Services (i) you acknowledge and agree that all licenses and rights to use the Data Back-Up Services and associated Software shall terminate immediately, and (ii) you will cease any and all use of the associated Software, and (iii) you will remove the associated Software from all hard drives, networks and other storage media and destroy all copies of the associated Software in your possession or under your control.
87. Uninstall Software. If your personal computer uses a Windows operating system, you may uninstall the associated Software at any time via the Windows Add/Remove functionality labeled "Rogers Mobile Work Folder." If personal computer is a Mac, open the About tab and click "Uninstall". If you need assistance with the Software, including uninstallation, you can contact Rogers Technical Support.
88. Administration and Team Members. Certain Rogers Mobile Work Folder operate under an "Administrator and Users" hierarchy. Administrators are those team members who are authorized to perform administrative and billing functions, and to manage the accounts of other end users within the team. In the creation of a new Rogers Mobile Work Folder end user account, the new subscriber is the default Administrator. All Administrators are responsible for billing issues related to their Team members, and Administrators can at their sole discretion terminate a team member's account.
89. You acknowledge and agree that where an entity or organization makes the Rogers Mobile Work Folder available to you, the contracting entity or organization giving you access may grant multiple individuals rights related to the management and use of the Rogers Mobile Work Folder and your Content without any notice to you. These rights may enable one or more persons to: view, access or change your Content; determine who can access the account, Content and account information, including your personally

identifiable information; determine who is responsible financially for the account; and other similar actions.

90. Third Party Fees. You are responsible for fees associated with the operation of your mobile device and personal computer, such as messaging charges and airtime, and the costs of Internet access, while accessing the Rogers Mobile Work Folder.
91. Unintended Use. The Rogers Mobile Work Folder are not intended, and should not be used, for the following purposes:
- (a) if you are a Canadian federal or provincial government or government agency, or an employee or agent thereof, and the Content you intend to upload is privileged or confidential;
 - (b) if the Content you intend to upload is subject to foreign export controls;
 - (c) if you have a license to use Content that limits your usage to a particular jurisdiction, and you intend to use the Rogers Mobile Work Folder to access such Content from outside of the intended jurisdiction;
 - (d) if the Content you intend to upload contains Personal Health Information, as that term is defined in applicable Personal Health Information Protection legislation.

Rogers TechXpert for Business

The following terms apply to your purchase of Rogers TechXpert for Business, provided by Rogers' supplier, Support.com, Inc.

92. Scope of Services. Rogers will use commercially reasonable efforts to answer your technology question and resolve your technology problem at the Rates quoted on the telephone, via e-mail, or on Rogers Services for Business Portal, as applicable. Rogers may provide certain portions of the Rogers TechXpert for Business Services via remote control session, online chat or e-mail. We may set forth limits to the technology we support. Certain Rogers TechXpert for Business Services may have minimum system requirements. In order to help resolve your technology issue, you may be required to consent to the downloading and use of software on your Device and accept all applicable license agreements for such software.

Rogers TechXpert for Business may include Services that are available on a one-time basis, for a fee ("Individual Services"); as well as subscription Services, which are an entitlement to more than one Service over a period of time, for a recurring fee ("Subscription Services").

93. Authorization to Access Your Computer; Monitoring of the Services and Software. You acknowledge that by your use of the Rogers TechXpert for Business Services you are authorizing Rogers and its supplier to access and control your computer or device (collectively "Device") for the purposes of diagnosis, service and repair.

In connection with delivering the Rogers TechXpert for Business Services, Rogers or its supplier may download and use software, gather system data, take remote control of your Device and access or modify your Device settings. By accepting this Service Agreement, you hereby grant Rogers and its supplier the right to connect to your Device, download and use software on your Device to gather system data, repair your Device, take remote control of your Device and change the settings on your Device while performing the Rogers TechXpert for Business Services. Other than as set forth in the Limited Warranty section below and Section 27 of this Service Agreement, you agree that Rogers and its supplier have no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the Rogers TechXpert for Business Services.

You acknowledge and agree that use of all software and third party software and tools accessed, downloaded or otherwise provided or made available with the Rogers TechXpert Services (collectively "Software") are subject to the license agreements that may appear or be referenced when you access or download the Software. You may not access, download or use any Software without agreeing to the terms and conditions of the license agreements without modification. You agree that Rogers or its supplier may download and utilize Software from third party websites and accept any applicable license agreements on your behalf. You acknowledge and agree that Rogers or its supplier may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty

days) unless you purchase a license to continue using such Software. You may use the Software only in connection with the Services and for no other purpose. You agree that Rogers or its supplier may, but are not obligated to, remove any Software downloaded to your Device during the Rogers TechXpert for Business Services after we have completed or terminated the Rogers TechXpert for Business Services.

94. **Data Backup.** YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR DEVICE AND STORAGE MEDIA BEFORE ORDERING THE ROGERS TECHXPERT FOR BUSINESS SERVICES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER ROGERS NOR ITS SUPPLIER HAVE ANY RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, SOFTWARE OR HARDWARE THAT MAY ARISE OUT OF THE ROGERS TECHXPERT FOR BUSINESS SERVICES.

NEITHER ROGERS NOR ITS SUPPLIER PROVIDES SEPARATE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

95. **Limited Warranty.** The Rogers TechXpert for Business Services may not be successful because the problem may be beyond Rogers' ability to resolve remotely. If you have purchased an Individual Service from Rogers, then the following warranty applies: if Rogers is not able to answer your question or resolve your technology problem and you have complied with all of your obligations under this Service Agreement, Rogers will not charge you a fee for the Individual Service. If you experience a problem with the resolution Rogers provided and you call Rogers Small Business Customer Care within five (5) days from the day you originally received the Individual Service, Rogers will use commercially reasonable efforts to try to resolve your problem at no additional charge. If those efforts are unsuccessful, Rogers will refund the fees that you paid for the Individual Service. Fees for Subscription Services will not be refundable in such circumstances.

96. **Fees and Payment.** For Subscription Services, the applicable fees will depend on the type of subscription that you purchase. You may cancel any Subscription Services within five (5) days following your purchase of the Subscription Services, by contacting Rogers Small Business Customer Care. Rogers will refund to you a pro rata portion of any fees that you have prepaid for the Subscription Services from the effective date of your cancellation. Otherwise, the fees for the Subscription Services are not refundable.

97. **Service Availability and Limitations.** The Rogers TechXpert for Business Services may not always be available in your time zone or geographic location. The Rogers TechXpert for Business Services may not always be available due to system maintenance or Internet service disruptions.

In order to obtain Subscription Services, you must at all times have current and functional antivirus software in place and running on your Device. Failure to maintain such software may result in additional charges and fees. In order to purchase Subscription Services, your covered Device(s) must be virus free (as determined by Rogers) at the time that you purchase the Subscription Services. If Rogers determines that your Device is infected by a virus, Rogers may require that you purchase a service to clean your Device prior to obtaining Subscription Services.

Rogers reserves the right to terminate your Subscription Services, upon notice, if Rogers determines, in its sole business judgment, that your Subscription Service is being used (a) for any Device other than a registered system, (b) in excess of five (5) completed, in-scope Service incidents per any ninety (90) day period. In the event that your Subscription Services are terminated for one of the above reasons, Rogers will refund to you a pro rata portion of any fees that you have prepaid for the Subscription Services.

98. **Use of the Rogers TechXpert for Business Services.** Your use of the Rogers TechXpert for Business Services is only for your personal and internal business purposes on your registered Device(s), and not for commercial use, including resale or transfer to others. You may not sell, lease or rent access to or use of the Rogers TechXpert for Business Services. You may not allow manufacturers, suppliers or vendors of your technology, or providers of services relating to such technology, to access or use the Rogers TechXpert for Business Services.

Except as expressly provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any content from the Rogers TechXpert for Business Services in whole or in part without the prior written permission of Rogers or its supplier. If you have purchased Business Subscription Services, you may obtain Rogers TechXpert for Business Services for the permitted number of computers belonging to your business. Each of your computers covered by your Business Subscription Services will receive a unique identifier. You may not obtain services for your business computers unless the identifier matches a record in Rogers' system. If you wish to remove one business computer from your Business Subscription Services and substitute another business computer, please contact Rogers as limitations may apply. Rogers TechXpert for Business is not available to residents of Quebec and residents of Quebec are excluded from purchasing Rogers TechXpert for Business.

Microsoft Office 365 delivered by Rogers

The following terms apply to your purchase of Microsoft Office 365 delivered by Rogers, provided by Rogers' supplier, Microsoft Corporation.

99. **Scope of Products and Services.** Rogers sells or license the suite of products and services known as Microsoft Office 365 to Customer on a per user per month basis, as more fully described in the Materials ("Office 365 delivered by Rogers"). The current suite of products and services in Office 365 delivered by Rogers includes Microsoft Exchange Online (for email), Microsoft Lync Online (for conferencing/messaging) and Microsoft SharePoint Online (for document management), as well as the set of software referred to as Microsoft Office. The Customer also has the option to purchase through Rogers certain migration assistance and/or professional services for the configuration and installation of Office 365 delivered by Rogers(the "Professional Services").
100. **Trial Services.** Rogers may also offer Office 365 delivered by Rogers to you on a free, one (1) month trial basis, which trial will be subject to these Terms (the "Trial Services"). If, at the conclusion of the one (1) month trial period, you have not purchased Office 365 delivered by Rogers for a Commitment Period, your use of Office 365 delivered by Rogers will be immediately terminated, and you will have thirty (30) days to retrieve and migrate its data from Office 365 delivered by Rogers platform. Upon the conclusion of this thirty (30) day period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer's data remaining on the Office 365 delivered by Rogers platform, without liability to the Customer.
101. **License.** Rogers grants Customer a non-exclusive, non-transferable, worldwide and limited right to access and use Office 365 delivered by Rogers and to install and use the Office 365 delivered by Rogers Software. These rights are (a) non-perpetual unless explicitly stated otherwise (such as through the buy-out option) and (b) conditional on Customer's continued compliance with these Terms. Unless Customer obtains perpetual licenses under an available buy-out option from Rogers, Office 365 delivered by Rogers Software obtained under this Service Agreement lasts only for the Commitment Period for Office 365. Any references in the Materials to running Office 365 delivered by Rogers Software on a perpetual basis apply only if Customer obtains perpetual licenses under an applicable buy-out option. Rogers grants Customer licenses for the number of copies of the Office 365 delivered by Rogers Software that Customer ordered. Licenses must be assigned to a single user. License rights are not related to fulfillment of software media. Customer's acquisition of software media (if any) or access to a network source does not affect Customer's license to Office 365 delivered by Rogers Software obtained under these Terms. Rogers license Office 365 delivered by Rogers Software to Customer, we do not sell it.
102. **Limitations on Use.** Customer may not reverse engineer, decompile or disassemble any Office 365 delivered by Rogers Software, except where applicable law permits it despite this limitation. Customer may not rent, lease, lend, resell, or host to or for third parties any Office 365 delivered by Rogers Services, except as expressly permitted in these Terms. Each user license entitles a single user to install

the Office 365 delivered by Rogers Software on up to five (5) devices. Other than this right to use the Software on up to five (5) devices, Customer may not separate and use the components of Office 365 delivered by Rogers on multiple computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in these Terms. In downloading or using Office 365 delivered by Rogers, Customer may require certain hardware and may utilize certain bandwidth, for which the cost and responsibility will be borne entirely by the Customer.

103. Non-Office 365 by Rogers Software. Customer is solely responsible for any non-Office 365 delivered by Rogers software that it installs or use with Office 365 delivered by Rogers. Rogers is not a party to and is not bound by any terms governing Customer's use of non-Office 365 delivered by Rogers software. Without limiting the foregoing, non-Office 365 delivered by Rogers software or scripts linked to or referenced from any Office 365 delivered by Rogers website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Rogers.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365, Customer directs and controls the installation in and use of such software in Office 365 through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of Office 365). Rogers will not run or make any copies of such non-Office 365 delivered by Rogers software outside of its relationship with Customer.

If Customer installs or uses any non-Office 365 delivered by Rogers software with Office 365 delivered by Rogers, it may not do so in any way that would subject Rogers' or its licensor's intellectual property or technology to obligations beyond those included in these Terms.

104. Supplemental Software. To enable optimal access and use of certain Office 365 delivered by Rogers Services, Customer may need to install Supplemental Software. Customer may use Supplemental Software only to support the applicable Office 365 delivered by Rogers Services.

Rogers may check the version of the Supplemental Software Customer is using and recommend or download updates, with or without notice, to Customer's devices. Failure to install updates may affect Customer's ability to use certain functions of the Office 365 delivered by Rogers Services. Customer's right to use the Supplemental Software ends when its right to use Office 365 delivered by Rogers ends or when Office 365 delivered by Rogers is updated and the Supplemental Software no longer supports it, whichever comes first. Customer must uninstall the Supplemental Software when its right to use it ends. Rogers may also disable it at that time.

105. Right to re-image. In certain cases, Customer may re-image a software product on a device by using the Office 365 delivered by Rogers Software. Customer may use the Software provided to it pursuant to these Terms provided that:

- (a) it has a valid license for each copy of the Software product that is re-imaged;
- (b) the Office 365 delivered by Rogers Software, language, version, and components are identical to the software product, language, version, and all components they replace and the number of instances of the re-imaged software product permitted remains the same;
- (c) except for copies of an operating system and copies of software product licensed under another Microsoft program, the Office 365 delivered by Rogers Software type (e.g., upgrade or full license) is identical to the software product type being re-imaged;
- (d) Customer complies with any specific requirements for re-imaging identified by Rogers or its licensor; and
- (e) Customer agrees that re-images made under this subsection remain subject to the terms and use rights provided with the Software product upon original purchase.

This subsection does not create or extend any warranty or support obligation.

106. Effect of termination or expiration on Office 365 delivered by Rogers. With the exception of Trial Services, which are described in Section 100 above, if the Customer's Commitment Period expires or its rights under these Terms are terminated by Rogers, then Customer must delete all copies of Office 365 delivered by Rogers Software licensed under these Terms and destroy any associated media. Rogers may ask you to provide written certification of the deletion and destruction. Upon expiration or termination of these Terms for Office 365 delivered by Rogers, the Customer will have ninety (90) days to retrieve and migrate its data from Office 365 delivered by Rogers platform. Upon the conclusion of this ninety (90)

day period, Rogers and/or its licensor shall have the right to delete and destroy all of Customer's data remaining on the Office 365 delivered by Rogers platform, without liability to the Customer.

107. **Limited Warranty.** Rogers warrants that the Office 365 delivered by Rogers Software will perform substantially as described in the applicable Materials. The warranty period for this limited warranty is one (1) year from the date Customer first installs or utilizes the applicable Office 365 delivered by Rogers Software. This limited warranty is subject to the following limitations:
- (a) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one (1) year from the start of the limited warranty;
 - (b) this limited warranty does not cover problems caused by accident, abuse or use of Office 365 delivered by Rogers in a manner inconsistent with these Terms;
 - (c) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
 - (d) this limited warranty does not apply to free, trial, pre-release or beta versions of Office 365 delivered by Rogers.
- If Rogers fails to meet any of the above limited warranties and Customer notifies Rogers within the warranty period that Office 365 delivered by Rogers does not meet the limited warranty, then Rogers will, at our option, either (1) return the price paid or (2) repair the Office 365 delivered by Rogers Software. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
108. **Professional Services.** The Customer also has the option of purchasing the Professional Services, including but not limited to the configuration of the Customer's Office 365 delivered by Rogers account, the configuration of Customer's users, and the migration of Customer's existing email data to Office 365 delivered by Rogers. These Professional Services would be provided by Rogers' supplier, ProserveIT Corporation, and would be subject to the terms of a Statement of Work between the Customer and Rogers.
109. **Unintended Use.** Office 365 delivered by Rogers is not intended, and should not be used, for the following purposes:
- (a) if you are a Canadian federal or provincial government or government agency, or an employee or agent thereof;
 - (b) if you intend to transmit data that is subject to foreign export controls;
 - (c) if you have a license to use Content that limits your usage to a particular jurisdiction, and you intend to use Office 365 delivered by Rogers to access such Content from outside of the intended jurisdiction;
 - (d) if you intend to transmit data that contains Personal Health Information, as that term is defined in applicable Personal Health Information Protection legislation.

Shopify brought to you by Rogers

The following terms apply to your purchase of Shopify brought to you by Rogers, provided by Rogers' supplier, Shopify Inc.

110. **Scope of Products and Services.** Rogers licenses the e-commerce storefront services provided by Shopify Inc. to you on a monthly or annual basis, as more fully described in the Materials ("Shopify by Rogers"). The Shopify by Rogers services currently entail a basic storefront license which allows the Customer to create and maintain an online webstore for their products and/or services for a monthly recurring charge. The Customer also has the option to purchase directly from Shopify certain additional services such as payment gateway services, pre-determined storefront themes or the professional services of a Shopify expert, for an additional fee.
111. **License.** Rogers grants Customer a non-exclusive, non-transferable, worldwide and limited right to access and use Shopify by Rogers. These rights are (a) non-perpetual unless explicitly stated otherwise and (b) conditional on Customer's continued compliance with these Terms.

Rogers grants Customer licenses for the number of storefronts of Shopify by Rogers that Customer ordered.

112. **Limitations on Use.** Customer may not reverse engineer, decompile or disassemble any Shopify by Rogers software, except where applicable law permits it despite this limitation. Customer may not reproduce, duplicate, rent, lease, lend, resell, or host to or for third parties any Shopify by Rogers Services, except as expressly permitted in these Terms. Each storefront license entitles the Customer to create a single storefront. In downloading or using Shopify by Rogers, Customer may require certain hardware and may utilize certain bandwidth, for which the cost and responsibility will be borne entirely by the Customer.
113. **Account Terms.** (i) You must be 18 years or older to use the Shopify by Rogers Service. (ii) You must likewise provide your full legal name, current address, a valid email address, and any other information needed in order to complete the Shopify by Rogers signup process. (iii) You are responsible for keeping your Shopify by Rogers password secure. Rogers cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. (iv) You may not use the Shopify by Rogers Service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of Canada and the Province of Ontario. (v) You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your Shopify by Rogers account. (vi) You must not transmit any worms or viruses or any code of a destructive nature. (vii) A breach or violation of any provision of this Section 113, as determined in the sole discretion of Rogers, will result in an immediate termination of your Shopify by Rogers Services.
114. **General Conditions for Shopify by Rogers.** (i) Rogers reserves the right to modify or terminate the Shopify by Rogers Service without notice for any reason, including but not limited to, the breaking of these Terms, including the privacy policy, or Rogers' Acceptable Use Policy. Rogers reserves the right to refuse service to anyone for any reason at any time. Your use of the Shopify by Rogers Service is at your sole risk. The Shopify by Rogers Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory. (ii) Rogers does not warrant that the Shopify by Rogers Services will be uninterrupted, timely, secure, or error-free. (iii) Rogers does not warrant that the results that may be obtained from the use of the Shopify by Rogers Services will be accurate or reliable. (iv) You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks. (v) Rogers may, but has no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. (vi) Rogers does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Shopify by Rogers Services will meet your expectations, or that any errors in the Shopify by Rogers Services will be corrected. (vii) You agree to indemnify and hold Rogers and (as applicable) our parent, subsidiaries, affiliates, Rogers' partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third party. (viii) Verbal or written abuse of any kind (including threats of abuse or retribution) of any Shopify by Rogers customer, Rogers employee, member, or officer will result in immediate account termination. (ix) Rogers does not claim any intellectual property rights over the material you provide to the Shopify by Rogers Service. All material you upload remains yours. You can remove your Shopify by Rogers store at any time by deleting your account. This will also remove from public view all content you have stored on the Shopify by Rogers Service. (x) By uploading images and item description content to Shopify.com, you agree to allow other internet users to view them and you agree to allow Shopify by Rogers to display and store them and you agree that Rogers can, at any time, review all the content submitted by you to its Shopify by Rogers Service. You retain ownership over all content that you submit to a Shopify by Rogers store however, by making your store public, you agree to allow others to view your content. (xi) You shall

not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use “Shopify” or Shopify trademarks and/or variations and misspellings thereof. (xii) Rogers does not pre-screen content and it is in its sole discretion to refuse or remove any content that is available via the Shopify by Rogers Services. (xiii) Commercially reasonable efforts will be made to continually enhance your Shopify by Rogers Services and improve their functionality but Rogers reserves the right at any time to time to modify or discontinue the Shopify by Rogers Service (or any part thereof) with or without notice. (xiv) Rogers shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Shopify by Rogers Services.

115. Theme Store Conditions. (i) You may modify the appearance of your Shopify by Rogers store with a Theme from the Theme Store. Shopify by Rogers customers will contract directly with Shopify, Inc. for any Themes, and such purchase may be subject to additional conditions. (ii) If you download a Theme, you are licenced to use it for a single store only. You are free to transfer a Theme to a second one of your own stores if you close your first store. You are not permitted to transfer or sell a Theme to any other person’s store on Shopify by Rogers or elsewhere. Multiple stores require multiple downloads, paying the purchase price each time. (iii) Shopify by Rogers may modify the Theme where it contains, in our sole discretion, an element that may be unlawful, offensive, threatening, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any person’s intellectual property, even if you received the Theme in that condition. (iv) Technical support for a Theme is the responsibility of the designer, and Rogers accepts no responsibility to provide such support. (v) It is the responsibility of the Customer, and not Rogers, to ensure that the installation of a new Theme does not overwrite or damage the current or pre-existing theme, or UI, of the Customer’s store.
116. Shopify Experts Conditions. (i) Shopify Experts is an online directory of independent third parties ("Experts") that can help you build and operate your Shopify by Rogers store. Shopify by Rogers customers will contract directly with Shopify, Inc. for any Experts, and such purchase may be subject to additional conditions. Rogers does not employ Experts and is in no way affiliated with Experts. (ii) Rogers does not endorse Experts and takes no responsibility for any work performed by Experts or failure to fulfill a work order. Links to websites of Experts, announcements about services or offers, and responses to email inquiries regarding Experts, are provided solely for informational purposes and shall not be construed or imply permission, or an affiliation, position regarding any issue in controversy, authentication, appraisal, sponsorship, nor a recommendation or endorsement of any website, product, service, activity, business, organization, or person, and any offers, products, services, statements, opinions, content or information on any linked third-party website. (iii) Under no circumstances shall Rogers be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages that result from any contractual relationship between you and Experts. These limitations shall apply even if Rogers has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law.
117. Optional Tools Conditions. (i) Shopify by Rogers may provide you with access to third party tools over which Rogers nor its supplier neither monitors nor has any control or input. (ii) You acknowledge and agree that Shopify by Rogers provides access to such tools “as is” without any warranties, representations or conditions of any kind and without any endorsement. Rogers and its supplier shall have no liability whatsoever arising from or relating to your use of optional third party tools. (iii) Any use by you of optional tools offered through the Shopify by Rogers site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s). (iv) Rogers strongly recommends that Customer seeks specialist advice before using or relying on certain tools. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates Customer should charge Shopify by Rogers end users.
118. Privacy. In addition to the provisions of Section 34 of these Terms, the Customer acknowledges and agrees to comply with the Shopify Privacy Policy (available here: <http://www.shopify.com/legal/privacy>) Additionally, in setting up its storefront, Customer agrees to create a storefront privacy policy (either by importing Customer’s own policy or by using the template provided by Shopify) that complies with the

Privacy Laws of the Customer's jurisdiction, and agrees to act in accordance with such storefront privacy policy in its treatment of all storefront end-user information. In the event that the Customer fails to comply with the required privacy legislation, Customer releases and indemnifies Rogers from any and all third party suits or damages incurred by Rogers as a result of such non-compliance.

119. Cancellation and Termination. (i) You may cancel your Shopify by Rogers account at any time by deleting your account on the Rogers Service for Business platform or by calling the support number provided on such site. Once your account is cancelled all of your content will be immediately deleted from the Shopify by Rogers website. Since deletion of all data is final, please be sure that you do in fact want to cancel your Shopify by Rogers account before doing so. (ii) Without limiting any other remedies, Rogers may suspend or terminate your Shopify by Rogers account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Shopify by Rogers site.
120. Service Availability and Limitations.
Shopify by Rogers is not available to residents of Quebec and residents of Quebec are excluded from purchasing Shopify by Rogers.

ADDITIONAL TERMS APPLICABLE TO VOICE AND VOICE ACCESS SERVICES

Voice Services (Long Distance, Toll Free and Conferencing)

121. Invoicing
- (a) Voice Services (Long Distance, Toll Free, and Conferencing) shall be invoiced in arrears after the provision of the Voice Services. Per-minute charges of Voice Services are based upon call duration on a per call basis, subject to rounding to the nearest cent. Fractions of an increment will be billed as an entire increment. The timing of calls will begin upon Rogers' receipt of answer supervision (where available) and will terminate when Rogers' switching equipment receives either a signal from the local telephone company that the calling party or the called party has disconnected the telephone, or an equivalent signal. For all Voice Services, call timing (or duration) will be determined conclusively by Rogers' network system.
 - (b) Local Services (Business Phone) shall be invoiced one month in advance.
 - (c) Customer will be charged a per month per invoiced location system access fee (SAF) for Voice Services which is subject to change upon notice by Rogers. This SAF will be reflected as a separate item on the Customer's monthly invoice and will only be charged for those months in which the Customer has used the Voice Services.
122. Telephone Numbers
- (a) Rogers cannot guarantee the availability of a telephone number (TN) – Long Distance, Toll Free and/or Local Business Phone Service) - prior to the installation and activation of the TN. Rogers is not liable for any claims, actions, demands, loss or damages resulting from the advertisement, publication, distribution or other use of a TN prior to, or following, the activation of the TN.
 - (b) Rogers reserves the right to change TNs assigned to Local Business Service customers if such change is required by the Canadian Numbering Administrator, the entity that governs the allocation of telephone numbers in Canada. Rogers agrees to provide reasonable notice of any such required change in TNs except where circumstances beyond Rogers' reasonable control prohibit or preclude Rogers from being able to provide a reasonable period of notice.
123. Long Distance and Toll Free Services.
- (a) Rogers Long Distance services provide outbound long distance telecommunications through both switched and dedicated access, and applies to voice and facsimile / modem traffic.
 - (b) The Customer is responsible for securing all equipment located at its premises, including interconnect equipment, to mitigate against illegal or fraudulent usage of the Services by third parties. Rogers will not be responsible for charges incurred by the Customer as a result of improperly secured equipment on the Customer's premises.

- (c) In the event of resale by the Customer without consent, Rogers reserves the right to charge a premium of \$0.25 per minute on all mobile, cellular, digital and/or PCS and other non-geographic based terminations terminating internationally.
- (d) Rogers reserves the right to charge Rates that differ from its North American Long Distance and Toll Free Rates for traffic that originates from or terminates to certain remote numbering plan areas (NPAs) (including, but not limited to, 709, 867, 807, 418, 808, 907) or any derivations of these NPAs if they were to split at a future date. Such Rates will be published and are subject to change on seven (7) days notice.
- (e) Rogers Toll Free Service allows the customer to receive and be billed for incoming calls from designated Canadian, U.S. and international country codes. Toll free services offer termination of calls via either dedicated or non-dedicated arrangements.
- (f) Where there is excess traffic (more than 10% of total international call volume) terminating to international cellular numbers, Rogers shall have a right to charge a premium on such excess traffic. The premium will be calculated taking into consideration the difference between Rogers' posted rates for landline and cellular terminations for the relevant international destination(s).
- (g) Customers may be listed in published telephone directories of telephone companies at the rates specified in those carriers' tariffs.
- (h) International Toll Free Services (Universal International Freephone Numbering (UIFN) or International Toll Free (ITF)) can be quoted by Rogers upon request. These allow the Customer to receive and be billed for incoming calls from one or many International destinations. A complete list of participating and available countries may be obtained from Rogers. Rogers does not establish rules and conditions pertaining to International Toll Free service and therefore cannot be responsible for any unilateral actions taken by foreign administrations.

124. Conferencing Services.

Rogers Conferencing Services allow three or more participants in geographically dispersed locations to communicate simultaneously by use of electronic bridges and telephone lines. Rogers or its authorized representative will provide the Rogers customer with dial-in telephone numbers (Local & Toll Free; International optional) and pass codes for audio conference bridges; URLs and passcodes for web conference bridges. Individual participants do not have to be Rogers customers, as conferencing charges will be applied to the Rogers customer / moderator of those conference bridges.

Local Services

- 125. Rogers provides customers with "Local Services", defined as Rogers' basic local voice product, consisting of basic telephone service within a Local Calling Area serviced by Rogers. A "Local Calling Area" is the geographic area corresponding to the local calling area designated by Rogers or the local telephone company, as applicable. A monthly basic rate applies, as set out in the Service Agreement. In addition, optional calling features are available at the Customer's request. Details of these enhanced calling features and applicable pricing are set out in the Service Agreement or Rogers' current price list.
- 126. Where Rogers becomes the Customer's local voice carrier, but not the Customer's long distance carrier, Rogers may provide long distance services to the Customer prior to activation by the Customer's long distance carrier to ensure continued availability of long distance service. Direct dialed long distance calls will be rated according to the savings plan determined by Rogers. The Customer agrees that it will be responsible for all long distance charges incurred during this interim period.
- 127. With respect to Local Services, the Customer acknowledges that long distance and local services (including, without limitation, 9-1-1 Emergency Access) may be temporarily unavailable during the porting of the Customer's telephone numbers from the Customer's previous local telephone company's network to the Rogers network, and agrees that Rogers is not liable for any such suspension of service nor for any loss or damages that may result.
- 128. The Customer may terminate its Local Services within seven (7) days commencing on the date of such service is ordered, where the Local Services are materially less reliable than those which the Customer reasonably expected to receive, and Rogers will be responsible for the reasonable installation charges

incurred to resume the basic voice service and optional calling features that the Customer had with its previous local telephone company. It is the Customer's responsibility to ensure that written notice of termination is received by Rogers within the seven (7) day period. The Customer will remain responsible for its Local Services charges for the period of time they were activated, and any amount otherwise due in respect of the Services.

129. Local Services subscribers will receive access to emergency services through the 9-1-1 service provider that connects Rogers' dedicated trunks to the Public Safety Answering Point of the subscriber's municipality. The 9-1-1 Emergency Access fee charged by the subscriber's municipality may be billed each month as part of Rogers' monthly charge for basic services, or may be billed directly by the municipality. Rogers is not liable for any interruption, suspension or unavailability of this service at any time, notwithstanding the cause thereof.
130. Local Services subscribers in Toronto, Montreal, Vancouver, Calgary, Edmonton, the Ottawa-Gatineau area and Quebec City can receive without charge, a copy of the most recent residential directory, White Pages, for the subscriber's municipality, up to one copy per telephone line, by contacting Yellow Pages Group Distribution Service at 1-800-268-5637 or filling out the online form at www.ypg.com/delivery. In the seven markets no longer automatically receiving the residential directory, distribution of the Yellow Pages Business Directory will continue on an annual basis. Updated directories will also be provided free of charge upon request through the same means. The subscriber's primary telephone number(s) will be published in the telephone directory of the subscriber's district unless arrangements are made to have the subscriber's telephone number removed from the directory (unlisted), and corresponding service charges are paid when due. In the case of errors or omissions in the directory listings, whether or not the error or omission is with regard to telephone numbers, Rogers' liability with regard to such errors or omissions is limited to a refund or credit of any charges associated with the listings in question for the period during which the error or omission occurred.
131. Rogers will enforce all rules mandated by the CRTC or other applicable regulatory organization on Automatic Dialing-Announcing Devices (ADAD) and unsolicited voice and facsimile calls made for the purposes of solicitation. It is the Customer's responsibility to ensure that its use of the Services do not contravene any of these rules. Rogers reserves the right to suspend or terminate Services to lines used in connection with calls that contravene these rules upon two (2) business days' notice from Rogers.
132. Available Special Needs Services
Message Relay Service
Rogers provides its customers with Message Relay Service (MRS) 24-hours a day. MRS operators are available to assist Customer in placing calls to or from persons who use a TTD (telecommunications device for the deaf) machine.

If the Customer needs to place a call through the MRS operator:

- For TTD to Voice Dial 7-1-1
- For Voice to TTD Dial 1-800-855-0511
- For TTD to TTD Dial 1-800-855-1155

Visually-Impaired Customers

Rogers provides visually-impaired customers, upon request, billing statements in Braille or large font.

Special Needs Customers

Rogers offers registered special needs customers the following free or discounted services:

- no surcharge will be applied on sent paid calls;
- collect and bill-to-third calls using a live operator will be charged at the lower automated operator rate; and
- up to one hundred (100) free Directory Assistance and Long Distance Directory Assistance requests per month (Overseas requests excluded).

To register for these services, special needs Customers are directed to call the Business Sales and Support Centre at 1-866-727-2141.

Hosted IP Voice Services

133. Hosted IP Voice Services are provided by Rogers' third party supplier, RingCentral®. In addition to these Terms of Service, your use of the Hosted IP Voice Services may be subject to RingCentral's legal terms, which can be viewed at <http://www.ringcentral.com/legal.html>
134. Customer will purchase IP Phone(s), product installation, and product training materials for use with the Hosted IP Voice Services. Hosted IP Voice Services are certain telephony services, including local and North American long distance calling, international calling, cloud PBX, internet fax, VoIP and other features as determined by Rogers in its sole discretion. Equipment not returned within twenty-one (21) days of cancellation or disconnection of the Hosted IP Voice Services, or returned in poor condition, will result in additional charges.
135. Customer is solely responsible for access to the Equipment. Customer must immediately notify Rogers by calling 866-727-2141 in the event that the Services are used in an unauthorized manner or if any Equipment that Rogers have provided to the Customer for use with the Services is lost or stolen. Customer will be responsible to pay Rogers for all charges up to the time the Customer notifies Rogers. Customer also agrees to treat as confidential and non-transferable all access codes and/or passwords that Rogers may provide to the Customer for use with the Services. The Customer further agrees that it is solely responsible and liable for any and all breaches of these Terms of Service, whether such breach is the result of the use of the Services by the Customer, or by any other user of the Services, whether or not such use was authorized by the Customer.
136. You agree to the pre-payment for the Hosted IP Voice Services and associated features via authorized credit card. If you request that your bank/credit card company perform a chargeback without first contacting Rogers, and Rogers subsequently determines that the charges at issue are not erroneous, Rogers reserves the right to take any available legal action except where prohibited by law. You also acknowledge that Rogers will use the billing address that you provide for the purposes of calculating applicable taxes.
137. You hereby confirm and accept that Hosted IP Voice Services do not support any of the following privacy safeguards: delivery of a privacy indicator when invoked by an end-customer; provision of automated universal per-call blocking of calling line identification; provision of per-line call blocking of qualified end-customers; disallowance of Call Return to a blocked number; and the provision of universal call trace.
138. You understand that and agree that numbers requested from Rogers may not be available, and that you are not the owner of any toll-free or local telephone number or facsimile number assigned to you by Rogers. You understand and agree that Rogers may from time to time need to change the telephone or facsimile number assigned to you (due to an area code split or for any other reason). You understand that unless you arrange with a new service provider to port your Rogers number to that new service provider, the number assigned to you will be reassigned upon termination of your Service. Rogers and its service providers will not be liable for any damages (including consequential or special damages) arising out of any such reassignment. Additionally, if you do not activate your Hosted IP Voice Services account within fourteen (14) days of ordering, any number temporarily assigned to you will be reassigned. You should not order any printed material, such as business cards or stationary, showing a Hosted IP Voice Services number until that number is activated.
139. Rogers and its service providers are not obligated to store your voicemails, sent/received calls and/or faxes and do so only as a convenience to you. You agree that Rogers and its service providers have no responsibility or liability whatsoever for the deletion or failure to store any voicemail or fax messages, any call-log information and/or other communications maintained or transmitted by the Services.
140. The transmission of unsolicited calls, using the Services for broadcasting or transmitting unsolicited fax advertisements is regulated by the Canadian Radio-Television and Telecommunications Commission. Distribution of unsolicited voicemail, broadcast and fax advertisements through the Services is prohibited. You shall not use the Services to send or transmit any unsolicited

communications or advertisements and understand that, if you do, Rogers may immediately terminate your right to use the Services without any liability of any kind.

141. The Services provide a function that allows you to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary across jurisdictions, including from province to province. You are solely responsible for complying with all federal, state, provincial and local laws in any relevant jurisdiction when using this feature. Rogers and its service providers expressly disclaim all liability with respect to your recording of telephone conversations. Except where prohibited by law, you hereby release and agree to hold harmless Rogers and its service providers from and against any damages or liabilities of any kind related to the recording of any telephone conversations using the Services
142. Certain Hosted IP Voice Services provide a function that allows voicemails to be converted to text. You understand and agree that Rogers' voice-to-text feature may not accurately transcribe the recorded voice message. You are solely responsible for checking the original voicemail and verifying the accuracy of the message when using any and all voice-to-text features.
143. The Hosted IP Voice Services do not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Hosted IP Voice Services may not support 3-1-1, 5-1-1 and/or other n11 calling (other than certain specified dialing such as 9-1-1 and 7-1-1, which are provided for elsewhere in these Terms of Service) in one or more (or all) service areas.
144. The Hosted IP Voice Services allow you to dial 7-1-1 to reach Telecommunications Relay Services (TRS). TRS enables persons with hearing or speech disabilities to access the public telephone system to communicate with voice telephone users through a communications assistant at a TRS relay centre. Because the Hosted IP Voice Services allow you to use a phone number that may not reflect your geographic location, 711 calls made using the Hosted IP Voice Services may not be routed to the appropriate TRS centre for your geographic location.
145. Hosted IP Voice Services are provided over an IP-based VoIP line. Only one end user can be assigned to each VoIP line, although multiple VoIP lines can be registered on each mobile account.
146. By becoming a Hosted IP Voice Services customer, you agree that Rogers or its supplier(s) will become the provider of all long distance services associated with Hosted IP Voice Services. Long distance services provided over the Hosted IP Voice Services will be charged at different rates than those provided via Rogers' Long Distance Services packages. Such rates and service plans will be described upon ordering of the Hosted IP Voice Services. International long distance services provided over the Hosted IP Voice Services will be charged in accordance with the rates set out here: <http://www.ringcentral.com/support/international-rates.html> In addition, certain Hosted IP Voice Services features, such as call transfer to a wireless device, might result in additional wireless data and/or voice charges by your wireless carrier, for which you are responsible.
147. In order to use Hosted IP Voice Services in conjunction with a personal computer, the Customer is required to download Rogers' Call Controller™ software and agree to the End User License Agreement for such software, available here: <http://www.ringcentral.com/legal/canada/eula.html>
148. In order to use Hosted IP Voice Services in conjunction with mobile devices, the Customer is required to download the applicable mobile application (available for iPhone™, BlackBerry™ and Android™ devices) via an authorized application marketplace. The use of such applications is subject to additional terms and conditions which are provided upon download.

9-1-1 LIMITATIONS OF HOSTED IP VOICE SERVICES

149. Hosted IP Voice Services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of Hosted IP Voice service, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and Hosted IP Voice telephone services, including a difference in the way 9-1-1 emergency services are reached.

150. 9-1-1 Service: Because of the unique nature of Hosted IP Voice Services telephone calls, emergency calls to 9-1-1 through your Hosted IP Voice service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 9-1-1 emergency calls, and you hereby acknowledge and understand the differences between traditional 9-1-1 service and Hosted IP Voice calls with respect to 9-1-1 calls placed to emergency services from your account as described below.
151. When you make a 9-1-1 emergency call, the Hosted IP Voice Services will route your 9-1-1 call through a third-party specialized call centre that handles emergency calls. The emergency call centre will then route your call to the Public Safety Answering Point (“PSAP”) corresponding to the Registered Location on your account. However, because you can move your Hosted IP Voice Services between locations, and because, for technical reasons, the emergency call centres may not have your name, location or contact information available, you must be prepared to immediately inform the emergency operator of your location and contact particulars any time you call 9-1-1.
152. The Hosted IP Voice Services will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, if for technical reasons, the dispatcher receiving the call is not able to capture or retain your name, phone number or physical location, you must immediately inform the dispatcher of your location (or the location of the emergency, if different) when making a 9-1-1 emergency call. If you are unable to speak, the dispatcher may not be able to locate you if you have failed to update your Registered Location information.
153. You are responsible for providing, maintaining, and updating correct contact information (including name, address where you will be using the Hosted IP Voice Services and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.
154. If you do not update your Registered Location, 9-1-1 calls you make with the Hosted IP Voice Services will be routed based on your previously provided Registered Location and therefore may not be routed to the appropriate PSAP for your current location. In addition, because Rogers will, where possible, automatically transmit your Registered Location to the PSAP, you must update your Registered Location to ensure that Rogers transmits accurate location information to the PSAP. You may update your Registered Location at any time by logging on to your online account or calling 866-727-2141 For purposes of 9-1-1 dialing, you may only register one Registered Location at a time for each Hosted IP Voice line. You agree to provide true, accurate, current and complete Registered Location information to Rogers as part of the service activation process and to update as soon as possible your Registered Location with true, accurate, current and complete information whenever you use your Hosted IP Voice Services from a new location. If you provide Registered Location information that is, or that Rogers suspects to be, false, inaccurate, not current, or incomplete, Rogers has the right to suspend or terminate the Services and refuse any and all current or future use of all Services or any portion thereof. Rogers will not, however, disable your ability to make a 9-1-1 call during any service suspension.
155. You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.
156. For technical reasons, including network congestion, it is possible that a 9-1-1 emergency call will produce a busy signal or will take longer to connect when compared with traditional 9-1-1 calls.
157. For technical reasons, the functionality of 9-1-1 Hosted IP Voice Services emergency calls may cease or be curtailed in various circumstances, including but not limited to: failure of service or your service access device – if your system access equipment fails or is not configured correctly, or if your Hosted IP Voice Services are not functioning correctly for any reason, including power outages, Hosted IP Voice Services outage, suspension or disconnection of your Services due to billing issues, network or Internet congestion, or network or Internet outage in the event of a power, network or Internet outage; you may need to reset or reconfigure system access equipment before being able to use the Hosted IP

Voice Services, including for 9-1-1 emergency calls; and changing locations – if you move your system access equipment to a location other than that described in your account information or otherwise on record with Rogers.

158. 9-1-1 services are also not available using only the Call Controller or RingOut application.
159. If you are not comfortable with the limitations of 9-1-1 emergency calls, Rogers recommends that you not purchase Hosted IP Voice Services, or consider an alternate means for accessing traditional 9-1-1 emergency services. We recommend that you keep an alternative phone service such as cellular telephone handy to increase the reliability of your access to emergency services during any service interruption.
160. You are responsible for notifying, and you agree to notify, any user or potential Hosted IP Voice users of your Hosted IP Voice Services of the nature and limitations of 9-1-1 emergency calls on the Hosted IP Voice Services as described herein. Rogers will provide subscribers to the Services with stickers warning of the 9-1-1 limitations. It is your responsibility to place these stickers on the equipment you use to access the Hosted IP Voice Services. If you have not received a sticker, or you require additional 9-1-1 Stickers, please call Rogers at 1-866-727-2141.
161. Rogers and its service providers disclaim all responsibility for the conduct of PSAPs and all other third parties involved in the provision of emergency response services. 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 the Hosted IP Voice Services, 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 nor employees may be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, you or any third-party user of Rogers' 9-1-1 dialing capability.
162. You waive all claims or causes of action against Rogers and its service providers, directors, officers, employees, subsidiaries and assigns, arising from or relating to Rogers' provision of 9-1-1 services unless the claims or causes of action arise from their gross negligence, recklessness, or willful misconduct.

ADDITIONAL TERMS APPLICABLE TO TELEVISION SERVICES

163. Only one television or FM receiver may be attached to any outlet. Any unauthorized attachments to the Equipment or Rogers' cable, or interfering or tampering with the Equipment or cable or unauthorized use of Rogers' signals, is prohibited and may constitute theft under criminal law.
164. You may use the Equipment only at the service address identified on your account.

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