

ROGERS
TERMS OF
SERVICE AND
ACCEPTABLE
USE POLICY
FOR BUSINESS
THINGS YOU SHOULD KNOW
ABOUT YOUR TERMS OF SERVICE
WITH ROGERS™.

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. These Terms can only be changed by way of the mutual written agreement of the Parties.

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 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 restoration 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 may be subject to an early cancellation fee ("ECF") for each Service. Any decrease in your Commitment Period may be subject to a fee. Such fees will be set out in the Materials provided to you at the time of your subscription for the Services.

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; 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.
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 Partnership 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 each individual Service. 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. 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. 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.
63. You agree to be bound by the terms of the Internet Corporation for Assigned Names and Numbers (ICANN) and the Canadian Internet Registration Authority's (CIRA) 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.

Business Internet (IP) Fax Service

64. 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.
65. 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 possibly of such damages.
66. 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

67. 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.
68. 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.
69. 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.
70. 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.
71. 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 72. 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 72, 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.
72. ALL BACKED UP DATA WILL BE PERMANENTLY DELETED FOLLOWING THE EXPIRATION OR TERMINATION OF YOUR DATA SECURE BACKUP ACCOUNT.

73. 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.

Portable Internet Access

74. Portable Internet access service is not intended, nor supported by Rogers, for mobile use.

ADDITIONAL TERMS APPLICABLE TO VOICE AND VOICE ACCESS SERVICES

Voice Services (Long Distance, Toll Free and Conferencing)

75. 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.

76. 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.

77. 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.

78. 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

- 79. 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.

80. 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.
81. 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.
82. 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.
83. 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.
84. 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.
85. 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.

86. 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

87. 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>
88. 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.
89. 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.
90. 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.

91. 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.
92. 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.
93. 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.
94. 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.
95. 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
96. 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.

97. 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.
98. 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.
99. 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.
100. 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.
101. 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>
102. 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

103. 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.
104. 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.

105. 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.
106. 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.
107. 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.
108. 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.
109. 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.
110. 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.

111. 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.
112. 9-1-1 services are also not available using only the Call Controller or RingOut application.
113. 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.
114. 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.
115. 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.
116. 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

116. 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.
117. You may use the Equipment only at the service address identified on your account.

ROGERS SMALL BUSINESS ACCEPTABLE USE POLICY

Important Note: Rogers Communications Partnership and its affiliates ("Rogers") may revise this Acceptable Use Policy ("AUP") from time to time without notice by posting a new version at rogers.com/terms. Accordingly, customers should consult this document regularly to ensure that their activities conform to the most recent version. Please direct any questions or comments regarding this AUP and complaints of violations of this AUP by customers to abuse@rogers.com. Except where otherwise indicated, "you" and "your" means the Rogers customer of record, whether an individual or legal entity, and every person who uses the Services through the customer of record's account.

Introduction

This AUP is designed to help protect Rogers, its customers, and the general telecommunications community from abusive or illegal activities. When using Rogers Services, including related equipment and any products, content, applications or services in conjunction with the Services, you must comply with all applicable laws, and Rogers policies, rules and legal terms, including this AUP. You will be responsible for all violations of this AUP traced to your account. This AUP supplements and is incorporated into your legal agreement with Rogers for the provision of the Services (the "Agreement"). Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Agreement.

"Services" refers to any or all services that you subscribe to or receive from Rogers.

BY SUBSCRIBING TO SERVICES PROVIDED BY ROGERS AND ENTERING INTO AN AGREEMENT, YOU HAVE AGREED THAT THE TERMS OF THIS AUP WILL BE BINDING ON YOU AND ANY INDIVIDUAL THAT USES YOUR ROGERS' SERVICES.

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) Rogers' Services to:

- (i) invade another person's privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, harassing, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, store, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
- (ii) access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
- (iii) upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or rightholder;

- (iv) alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) that is not meant to be altered, reproduced or tampered with;
- (v) restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Services or any Equipment used to connect to the Services, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information; or to use the Services in an abusive manner in connection with any unlimited packages, options or promotions;
- (vi) disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt or impede Rogers' ability to monitor or deliver the Services, Rogers' transmissions or data;
- (vii) interfere with computer networking or telecommunications service to or from any Internet user, host, provider or network, including but not limited to denying service attacks, overloading a service, improperly seizing or abusing operator privileges ("hacking"), or attempting to "crash" a host;
- (viii) attempt to use the Service in such a manner so as to avoid incurring charges for usage;
- (ix) copy, distribute, sub-license or otherwise make available any software Rogers provides or makes available to you, except as expressly authorized by Rogers in writing;
- (x) resell or transfer your Services, except as permitted in your Agreement or with Rogers' express written consent; or
- (xi) participate in any fraudulent or illegal activities.
- (xii) forge Caller ID identity (ID spoofing), headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- (xiii) port scan a person's computer without that person's consent, or use any tools designed to facilitate these scans; or
- (xiv) impersonate any person or entity, including, but not limited to, a Rogers official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Violation of this Acceptable Use Policy

Rogers will respond appropriately to allegations of violations of this AUP if it becomes aware of inappropriate use of the Services. Although Rogers has no obligation to monitor the Services and/or network, Rogers reserves the right to monitor bandwidth, usage and content from time to time to operate the Services; to identify violations of this AUP; and/or to protect its network and customers.

Rogers will use reasonable efforts to advise you of your inappropriate behaviour and any necessary corrective action(s). Notwithstanding the foregoing, if the Services are used in a way which Rogers and/or its suppliers or agents, in their sole discretion, believe to have violated this AUP, Rogers or its agent may without notice take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Services. Without limitation,

Rogers may block specific ports or immediately shut down any server if you engage in one or more of the prohibited activities set out above. Additionally, you may be charged for any costs related to your breach of this AUP. Neither Rogers nor its agents will have any liability for any such responsive actions. The foregoing actions are not Rogers' exclusive remedies, and Rogers may take any other legal or technical action it deems appropriate.

Rogers reserves the right to investigate suspected violations of this AUP, including gathering of information from the user(s) involved and the complaining party, if any, and/or examining any material on Rogers' servers and network. During an investigation, Rogers may suspend, block or terminate the account(s) involved or your access to the Services and/or remove material which potentially violates this AUP. For the proper enforcement of this AUP, you hereby authorize Rogers to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations; and (ii) system administrators at other Internet service providers or other networks or computing facilities. Such cooperation may include Rogers providing the user name, IP address, or other identifying information about you. Upon termination of any account, Rogers and/or its suppliers or agents are authorized to delete any files, programs, data and E-Mail messages associated with such account.

Unsolicited Messages

As set out above, the Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, unsolicited bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited e-mail messages sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail messages may not direct the recipient to any web site or other resource that uses the Services. Forging, altering or removing e-mail headers is prohibited. You may not reference the Rogers network (for example, by including "Organization: Rogers" in the header or by listing an IP address that belongs to the Rogers network) in any unsolicited e-mail even if that e-mail is not sent through the Rogers network. "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. Rogers is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily, at Rogers sole discretion.

Web Pages and Web Hosting

As part of the Services Rogers may from time to time offer storage space and access to web pages and also provide web hosting services to certain customers. You are solely responsible for any content that you publish or display on your web pages or web site, including ensuring that such content complies with the terms of the Agreement and this AUP. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Each of Rogers, its affiliates, suppliers and agents reserves the right to remove or refuse to post any information or materials,

in whole or in part, that it, in its sole discretion, deems to be offensive, obscene, or otherwise inappropriate, regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: (i) obscene material; (ii) defamatory, fraudulent or deceptive statements; (iii) threatening, intimidating or harassing statements; or (iv) material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Rogers has no obligation to monitor your content and will not routinely monitor your content. However, Rogers has the right to monitor or investigate content, including without limitation, if complaints are received regarding the language, content or graphics of your content. Rogers may, at its sole discretion, move, remove or refuse to post any information or materials, in whole or in part, that Rogers decides are unacceptable, undesirable, or in violation of this AUP or the Agreement. Customers may also not use World Wide Web pages within or outside the Rogers domain to violate any part of this AUP, or to attempt to disrupt the pages or Internet experiences of other users.

No Responsibility for Content

You may find content accessible through the Services offensive, or not in compliance with applicable law. For example, it is possible to access content that is pornographic, obscene, or otherwise inappropriate, particularly for children. Rogers assumes no responsibility for and exercises no control over the content contained on or accessible through the Services. Content you access or transmit using the Services is accessed and transmitted at your own risk, and Rogers is not liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to or transmission of this content.

Content Submitted for Inclusion on the Services

Neither Rogers nor its suppliers and/or agents owns content you make available for inclusion on the publicly accessible areas of the Services. However, with respect to content you make available for inclusion on publicly accessible areas of the Services, you grant Rogers and its suppliers and/or agents the following world-wide, royalty-free and non-exclusive licenses, as applicable:

- i. with respect to content you make available on publicly accessible areas of Rogers Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display this content on the Services solely for providing and promoting the specific Rogers Group. This license exists only for as long as you include content on the Services and terminates at the time you remove or Rogers removes your content from the Services.
- ii. with respect to photos, graphics, audio or video you make available on publicly accessible areas of the Services other than Rogers Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display content on the Services solely for the purpose for which it was made available. This license exists only for as long as you include content on the Services and terminates when you remove or Rogers removes your content from the Services.
- iii. with respect to content other than photos, graphics, audio or video you make available on publicly accessible areas of the Services other than Rogers Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display your content and to incorporate it into other works in any format

or medium now known or later developed. "Publicly accessible" areas of the Services are those areas of the Services that are intended by Rogers to be available to the general public, e.g., message boards and portions of Rogers Groups that are open to both registered members and visitors. However, publicly accessible areas of the Services would not include portions of Rogers Groups that are limited to members and services intended for private communication, including but not limited to, mail and instant messenger.

Newsgroups, Online Forums and Chat Programs

Messages posted to newsgroups and online forums must comply with the written charters or FAQs for those newsgroups and online forums. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups and online forums whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup or online forum before posting to it. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup or online forum. Rogers and/or its suppliers or agents reserve the right to discontinue access to any Usenet newsgroup or Rogers Yahoo! Groups online forum at any time for any reason. You may not attempt to "flood" or disrupt Usenet newsgroups. "Disruption" is defined as posting a large number of messages to a newsgroup that contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Non-interactive clients that download Usenet articles in bulk are prohibited.

The Services may be used to participate in "chat" discussions. These discussions may be hosted by Rogers' servers, by servers owned or operated by Rogers' suppliers or agents, by third party servers, or may not involve any servers at all. Rogers has no obligation to monitor the content of any "chat" discussions. Rogers is not liable for any claims, losses, actions, damages, suits or proceedings arising out of or relating to the content of any such discussions. The Services may not be used to perform chat "flooding". Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. Any computer or other device connected through the Services may not maintain more than two simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device. The Services may not be used to send messages that disrupt another Internet user's equipment, including software, hardware and user display. The Services may not be used to access any chat server in violation of the acceptable use policy of that server. The Services may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized. You may not use the Services to connect to chat servers or channels from which you have been previously banned. The Services may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages. Forging, altering, or obscuring your identity (other than using a nickname) while participating in chat sessions is forbidden.

Security

As set out above, you are responsible for any misuse of the Services, by yourself or by any other person with access to the Services through your equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services through any means, including without limitation, wireless networking and wired networking. The

Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including without limitation, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Rogers recommends against enabling file or printer sharing of any sort. Rogers recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

Port Blocks

You must comply with the then current bandwidth, data storage and other limitations on your applicable Services.

Bandwidth, Data Storage and Other Limitations

You must comply with all bandwidth, data storage and other limitations on your applicable Services. Your Service may be subject to a usage limit, as set out in your Agreement. If you exceed the usage limit set out in your Agreement, you may be subject to an additional usage charge.

Complaints

Please direct any complaints of violations of this AUP to abuse@rogers.com or contact us at 1-888-Rogers1. Questions or complaints, concerning third party content should be addressed to the applicable content provider.

Acceptable Use Terms Specific to Yahoo! Customers

With respect to your Internet access services, in particular, Rogers has joined forces with Yahoo! Inc. ("Yahoo!") to provide certain Rogers customers with enhanced Internet services that include various communications tools, personalized content and other programming provided through Yahoo!'s network of properties. Where your Internet Services include Services provided by Yahoo!, the following terms and conditions apply:

The Usenet news service and Rogers Yahoo! Groups features included with the Internet Services are provided for interactive use by the subscriber, using the Rogers Yahoo! Home or a commonly-available NNTP client such as Outlook Express or Netscape Communicator.

As part of your Internet Services, you may be provided with storage space and access for personal web pages through the Yahoo! GeoCities service. You are solely responsible for ensuring that any content that you publish via the GeoCities service complies with the applicable Yahoo! terms of service,

including the rules and regulations set forth in the 'Yahoo! Geocities Terms of Service' (<http://ca.docs.yahoo.com/info/tos.html>) and the 'Yahoo! Geocities Guidelines' (<http://ca.docs.yahoo.com/info/terms/geoglines.html>).

®Yahoo! is a registered trademark of Yahoo! Inc., used under license.

®RingCentral is a registered trademark of RingCentral, Inc.

™ Call Controller and RingOut are registered trademarks RingCentral, Inc.

™All other trademarks are trademarks of Rogers Communications Partnership, used under license.

© 2011 Rogers Communications Partnership

To find out more about Rogers
products and services for business,
visit rogers.com/business