

# What you need to know about your service

Please note that the Terms and Conditions of Service for your Rogers™ AT&T® Wireless Service Agreement have been updated for July 1<sup>st</sup>, 2003. Please review these terms of service and also provide a copy to any supplementary subscriber on your account, as these Terms and Conditions apply to them as well.

Please retain these terms of service for your records. If you continue to use your Rogers AT&T service after the effective date of the current Terms and Conditions, you will be deemed to have accepted them.

This agreement must be read in conjunction with the Rogers AT&T Wireless Plans Brochure and the Wireless Services User Guide that are currently in effect.

By using this Service, you;

- authorize Rogers™ to obtain information about the credit history of the user or any business or corporation named in the application, and acknowledge that Rogers may provide information to others about your credit experience with Rogers.
- agree to be liable for the payment of all charges and other obligations under this agreement.

You understand that at the end of the subscription period listed on this agreement, your wireless or messaging service plan will automatically default to a month-to-month subscription.

At that time, you may select another Rogers AT&T plan, and/or Rogers may contact you to provide you with the opportunity to renew for another price guarantee subscription period. In the event that your plan is no longer available for subscription, you may select an alternate Rogers AT&T plan.

To serve you better and to respond to your needs, Rogers may wish to promote and market to you additional products and services. To do this, Rogers may disclose any information in your customer file to its agents, dealers or related companies. If you do not wish to be contacted, please contact Rogers Customer Service at one of the following addresses: 333 Bloor St. E., Toronto, ON M4W 1G9; 6315 Côte de Liesse, St. Laurent, QC H4T 1E5; or 1600-4710 Kingsway, Burnaby, BC V5H 4M5. To contact Customer Service, dial \*811 from your wireless phone.

## General

1. This is our agreement with you and sets out the Terms and Conditions of your Service. The word Service(s) used in this agreement means telecommunications services being provided to you by Rogers.
2. Throughout this document, the word(s) us, we, and our(s) means Rogers.

### You agree not to:

- use our Service for any illegal purpose, including but not limited to, violating the law, making annoying or offensive calls, or interfering with other customers' Service.
- resell, transfer or share your Service.
- reproduce, change or tamper with the Electronic Serial Number (ESN) or the International Mobile Equipment Identity (IMEI) on your wireless device or to allow anyone else to do so.

You agree that this agreement cannot be changed by you. No oral representation of any sales representative, agent, officer or employee of ours shall vary the terms of this agreement.

## Rates and Charges

3. By using this Service, you:
  - acknowledge that you have received a copy of the Wireless Plans Brochure and the Wireless Services User Guide;
  - acknowledge that you have read all the terms and conditions included with your device, and accept those terms;
  - confirm that the information you provided us is up-to-date and accurate and you agree to notify us of any change in the information provided.
4. You agree to pay us for undisputed charges appearing to your account by the specified due date.
5. If you want to cancel pre-authorized credit card or chequing payments, you agree to notify us at least 15 days in advance.
6. If you subscribe to one of our 12- or 24-month service agreements, we guarantee the monthly fee and local per-minute airtime rates for the length of your service agreement on the Rogers AT&T Wireless Network. We may change the other charges and any other terms and conditions of your Service at any time.
7. If you do not pay for the charges you owe us, you agree that we can charge any outstanding amount to your credit card or withdraw it from any other authorized bank account or credit card.

8. If you have selected one of our corporate plans or one of our employee plans, we will verify your employment with your employer. If you are not eligible to be included under your employer's account or your employment is terminated, your Service will be transferred to our basic plan (as determined by us).
9. We may bill you up to one year from the date the charge was incurred.
10. If applicable, we may apply credits to your account if you notify us within ninety (90) days of receipt of your invoice.
11. If we suspend or terminate your Service(s) for non-payment or excessive balance, including unbilled usage and pending charges, fees and adjustments, a restoral fee may be charged to your account.
12. A charge applies per text message or data packet sent, according to your price plan, regardless of whether the text message or data packet was delivered to the destination.

### Service Charges:

- A \$25 fee may apply for a phone-number change (effective next billing cycle).
- During temporary suspension of your Service(s), the monthly fees still apply. A \$25 fee will be charged to reinstate a suspended account.
- Service-restoration charges are waived if the device is lost or stolen.

## Third Party Applications/Services

13. We are not responsible or liable to you for any content, applications or services provided to you by a third party for use with your wireless device, even if we bill you for such content, applications or services on behalf of such third party.

## Data Usage

14. Data usage rates may vary from those stated as a result of rounding rules. Transmission Control Protocol/Internet Protocol overhead characters shall be added to all data transmissions and included in the calculation of usage. You agree to accept our calculation of usage as conclusive. We will not pool usage calculations from multiple devices activated under your account. Compression may impact the total amount billed to your account. Our network may re-send data packets to ensure complete delivery and you will be billed for these re-sent packets.

## Lost or Stolen Equipment

15. Please immediately notify us if your device or SIM card is lost, stolen or destroyed. You will need to replace your device or SIM card and you will be responsible to pay us for all charges up to the time you notify us. Should you not wish to replace your device or SIM card, you will be required to pay us for any applicable early cancellation fees (as outlined below).

## Deposit

16. We may require a deposit from you at any time. Any deposit will be credited to your account after at least 12 consecutive months in good standing on all your accounts with us. You will not earn any interest on any deposits held by us. If your Service is cancelled, we will apply the deposit against the outstanding balance on your account.

If you incur significant long distance charges or you present an abnormal risk to us, we may require an interim payment before your normal billing date. In this case, we will consider your payment past due 3 days after the due date or after we demand payment, whichever is later. If, after we notify you, the risk of loss to us substantially increases, or we believe you have no intention of paying the amount you owe, we can request immediate payment of your entire account.

## Credit Limit

17. We may assign a credit limit on your account at any time. Service may be suspended at any time to any and all of your accounts if your balance, including unbilled usage and pending charges, fees and adjustments, exceeds this limit. We also reserve the right to change your limit at any time. Notice will be given for any assignment of or change to the credit limit amount.

## Service or Equipment Problems

18. We do not warrant that all or any part of the Services, any equipment that you purchase, or the Services or equipment of any third party will always be working without interruption. For example, when you use the Services outside of Canada, you may not be able to make international calls.
19. If your Service is interrupted for more than 24 hours, we may credit your account if we receive written request from you. If approved, the credit amount will be based on the time your Service was interrupted. If the interruption in Service results from improper care of your wireless device, or negligence by you, no credit will be applied.



## Privacy of Communications

20. We do not guarantee the privacy of any communications while you are using our Services or equipment.

## Confidentiality of Customer Information

21. Unless you consent or disclosure is pursuant to a legal power, all information kept by us, other than your name and address, is considered as confidential and may not be released by us to anyone other than:

- you or your agent;
- another telecommunications carrier or other person(s) providing services to a telecommunications carrier, provided the information is to be used for the establishment of, or the efficient and cost effective provision of wireless service and disclosure is made on a confidential basis, with the information to be used solely for that purpose;
- at your request, to a company providing a directory listing service, provided that disclosure of information other than name, address and listed telephone number is made on a confidential basis, with the information to be used solely for that purpose;
- an agent retained by us to collect outstanding balances owed to us by you, or to perform other administrative functions for us, provided that the information is released solely for those purposes; or
- to a law enforcement agency whenever we have reasonable grounds to believe that you have knowingly supplied us with false or misleading information or are otherwise involved in unlawful activities directed against us.

Upon request, you may inspect any of our records related to your Service.

## Limits on Rogers Liability

22. We will not be liable to you or anyone else (except for physical injuries as a result of our negligence) for:

- any damages, including loss of profit, loss of earnings, financial loss, loss of business opportunities, personal injury, death or any other loss however caused, resulting directly or indirectly in connection with the terms and conditions herein and the Service or equipment, including any 911 calls, roaming calls or from the use of our facilities by other telecommunications carriers;
- any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve;
- defamation or copyright infringement that results from material transmitted or received over our facilities;
- infringement of patents arising from combining or using your own facilities with our facilities.

These limits apply to any act or omission of us, our employees, or agents, which would otherwise be a cause of action in contract, tort or any other doctrine of law.

## Identifiers

23. You do not own the wireless identifier (telephone number, PIN number, etc.) assigned to you and we may change this number by providing you with 30 days notice.

## Suspension/Termination

24. Unless otherwise stated in these terms of service, either party can cancel your Service by notifying the other in writing at least 30 days before the Service is to be cancelled. (See below – early cancellation fee may apply.)

We may cancel or suspend any or all of your Services without notifying you if:

- you do not pay any amount you owe to us when due;
- you do not provide or maintain a deposit as required by this agreement;
- you do not maintain Service usage within the prescribed credit limit;
- you do not follow this or any revised agreement;
- we suspect your line(s) is the subject of fraud or unlawful or improper use;
- you give us false or misleading information;
- you use the Services or our facilities fraudulently, unlawfully or improperly or in a way that adversely affects our operation or the use of services by other customers; or
- you fraudulently or improperly seek to avoid payment to us.

If we suspend or cancel your Service, (i) you must still pay any amount you owe to us; and (ii) we may also suspend or cancel without notice your Service under any other agreement or account that you may have with us. If you have prepaid your account, you will forfeit the amount paid.

## Early Cancellation Fee

25. If, for any reason, your Service is terminated prior to the end of the service agreement period, (if applicable) you agree to pay us \$20 (plus applicable taxes) times the number of months remaining in the service agreement, to a maximum of \$200.

Rogers may allow for the cancellation of your Service without an Early Cancellation Fee with the following conditions:

- 1) device is returned in complete and original condition to the store where it was purchased (if customer-owned hardware, this condition does not apply) and
- 2) cancellation is requested within 30 days from date of activation and
- 3) your account has incurred less than 30 minutes of airtime usage or 150 Kilobytes of data usage.

You will be billed for all charges incurred up to the point of deactivation.

## Multiple Accounts

26. You acknowledge that you may be given an account number so that you will receive one invoice for all your Rogers accounts.

## Additional Services or Lines

27. You will be required to authorize additional lines to be charged to your account (i.e. Add-A-Phone or Family Plan). You agree to be financially liable for all charges incurred by any additional lines or Services that you authorize, including Wireless Options, that may be added to your account from time to time.

## Arbitration

28. 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: (a) this agreement; (b) the services or equipment provided to you by us; (c) oral or written statements, or advertisements or promotions relating to this agreement or to the services or equipment; or (d) the relationships that result from this agreement (collectively the "Claim") will be determined by arbitration to the exclusion of the courts. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceeding against us. Please give notices of any Claims to: Legal Department, 333 Bloor Street East, Toronto, Ontario M4W 1G9. Arbitration will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which you reside, that are in effect on the date of the notice.

## New Products and Services

29. Rogers may use e-mail, short text messages, telemarketing and direct mail to inform you about products and services from Rogers and related Rogers companies that we think will interest you. If you do not wish to receive these types of communications, please go to [www.rogers.com/wirelesspermission](http://www.rogers.com/wirelesspermission) to complete a form to tell us your preferences, contact Rogers Customer Care at one of the addresses set out below, or from your wireless device, simply dial \*811.

## Notices

30. All legal notices must be forwarded to Rogers Wireless Inc., Legal Dept., 333 Bloor St. E., Toronto, ON M4W 1G9

Rogers Wireless Inc. Customer Care Centres  
333 Bloor St. E., 2nd Floor, Toronto, Ont, M4W 1G9  
6315 Cote de Liesse, St. Laurent, Que, H4T 1E5  
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