

ROGERS SATELLITE TERMS & CONDITIONS

These Rogers Satellite terms (**"Terms"**) apply to your use of the Rogers Satellite service. These Terms form part of our agreement with you and supplement your Mobile Service Agreement, the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and available at <u>rogers.com/terms</u>. As Rogers Satellite is an emerging technology, please check <u>rogers.com/terms</u> for the latest version of these Terms.

1. What is Rogers Satellite?

Rogers Satellite offers satellite-to-mobile connectivity directly from a low earth orbit satellite constellation to your compatible device using one or more third-party satellite partners combined with Rogers mobile network technology. The service currently includes messaging capabilities and may also include satellite-ready apps for select optimized smartphones.

2. Do I need a specific device to use Rogers Satellite?

Select smartphones and smartwatches are compatible with Rogers Satellite.

Visit <u>rogers.com/support/satellite</u> for the most current list of compatible devices. We recommend you use an optimized device when using Rogers Satellite. If your device is not optimized, your access to and the proper operation of the service may be limited.

Please ensure your device and related software is up to date, including the latest version of your device's operating system. Access to satellite-ready apps will only be available on optimized devices with an operating system that supports satellite-ready apps. Satellite-ready apps cannot be used with smartphones that are not optimized or smartwatches. Visit regers.com/support/satellite for the latest information on device manufacturer requirements.

Your experience using Rogers Satellite will vary depending on your device brand, model and software. You are responsible for verifying device compatibility prior to using Rogers Satellite. If, at any time, we identify that you are using an incompatible device, we reserve the right to remove or cancel your Roger Satellite subscription as incompatible devices will not be able to use Rogers Satellite.

3. Where and when can I use Rogers Satellite?

Check out <u>rogers.com/coverage</u> to see where Rogers Satellite coverage is currently available. As the technology evolves, coverage areas may change. Rogers Satellite is currently not available north of the 58th parallel, in specific regions, or outside of Canada. Rogers Satellite service availability may vary significantly depending on a range of factors, including, but not limited to, device compatibility, device battery life, device operating system version, network conditions, geographic location, terrain, weather conditions, satellite positioning and availability of line-of-sight access to the satellite. In some areas or circumstances, the service may be intermittent or temporarily unavailable. This means you may find that some messages are sent or received almost instantly, while others may take several minutes or longer. When using satellite-ready apps, due to current satellite technology and any third-party app or service provider limitations, performance may vary, and some apps/services may not function or may operate differently than on cellular networks. While the Rogers Satellite service is designed to function in a wide range of environments, uninterrupted connectivity cannot be guaranteed at all times, or in all locations. Service may experience gaps or time-outs due to satellite coverage and network conditions. To use Rogers Satellite, you must be in an area with coverage that is outdoors with an unobstructed view of the sky. Rogers Satellite is not available where there is a traditional cellular network, indoors, in areas with obstructed views of the sky, or on airplanes or cruise ships. Rogers Satellite network connections are designed to take priority over third-party satellite connections. When using Rogers Satellite, you will not



be able to simultaneously use or connect to other third-party satellite messaging and/or emergency services on your device.

4. How does my usage in Rogers Satellite coverage areas count against my plan?

<u>Messaging:</u> Messages sent from Rogers Satellite coverage areas will be deducted from your monthly plan's messaging allotment. Standard pay-per-use charges apply for premium text messaging and international messaging, as applicable.

<u>Data:</u> Currently, you can use data-based messaging services (like iMessage, RCS (Rich Communication Services), and MMS (Multimedia Messaging Service)) in Rogers Satellite coverage areas with an optimized device. These types of messages use small amounts of data which will be deducted from your plan's data allotment. Currently, there are limitations when sending multimedia content over satellite. For iMessage and RCS, you will not be able to send or receive multimedia content over satellite. For MMS, you may send multimedia content, but it is limited to a maximum file size of 3KB.

You may be able to use select satellite-ready apps in Rogers Satellite coverage areas with an optimized device and operating system that supports satellite-ready apps. Visit rogers.com/support/satellite for the latest information on device manufacturer requirements.

Any data usage will be deducted from your plan's data allotment in accordance with the Rogers Satellite Data Policy, available at rogers.com/networkpolicy. Because satellite networks typically offer lower data speeds and more limited capacity than cellular networks, performance may vary, and some apps/services may not function or may operate differently than on cellular networks. As the Rogers Satellite capabilities continue to evolve, additional data functionality may become available and any usage will be deducted from your plan's monthly data limit.

<u>Voice:</u> There is currently no voice functionality in Rogers Satellite coverage areas. As the Rogers Satellite capabilities continue to evolve, voice functionality may be added and usage will be deducted from your plan's monthly limit. Standard long distance pay-per-use charges will apply, as applicable.

5. How am I billed for Rogers Satellite?

You can get Rogers Satellite in several ways, including:

- Monthly add-on. If you subscribe to Rogers Satellite as an add-on, you will see a charge on your bill each month.
- One-time pass. We may offer Rogers Satellite one-time passes, and if you purchase one, it will be charged on your next bill.
- Plan inclusion. If Rogers Satellite is included as part of your plan, it will display in your plan details, and you will not see a separate line-item charge on your bill.
- Promotional periods. If your plan offers Rogers Satellite for a promotional period and you want to use it, you must subscribe to the Rogers Satellite monthly add-on. You will not be charged for the add-on during the promotional period. At the end of the promotional period, your add-on will automatically renew, and you will see a charge on your bill each month. To avoid charges, cancel your monthly add-on at least one day before the end of your promotional period. Promotional periods start from the time of plan activation, not when you subscribe to the Rogers Satellite add-on.

Rogers may change your monthly fee for your Rogers Satellite subscription as long as we give you at least **30** days' advance notice in accordance with the Rogers Terms of Service.



6. What if I want to cancel or disable Rogers Satellite?

To cancel your Rogers Satellite subscription, log into your MyRogers account, select Manage Add-Ons, and remove the Rogers Satellite add-on or contact us at 1-888-ROGERS-1.

If you want to temporarily disable Rogers Satellite on your device (e.g., your smartwatch plan includes it, but you do not want to use it), you may turn off satellite access in your device Settings menu. Visit rogers.com/support/satellite for instructions. Disabling satellite access on your device in this way does not affect your subscription.

7. How does Rogers Satellite text-to-911 work and what do I need to know about emergency messages?

Currently, the ability to contact emergency services in Rogers Satellite areas is limited to text-to-911 for critical situations. Messages will be routed to a third-party call centre that will then contact local emergency services. Response times will vary depending on location, environmental factors and available resources. All satellite messages, including text-to-911 are subject to delivery delays. Voice calls, including to 911, are currently not supported over satellite. Visit rogers.com/911 for the latest information on Rogers Satellite emergency services. All text-to-911 messages are free of charge.

Text-to-911 only

- There are circumstances when text-to-911 service may not be available or may be limited, including potential inability to connect to the satellite, delays in connecting to the text-to-911 service, issues when moving between satellite and cellular networks, and inability to determine your location and telephone number.
- In an emergency, compose a new message and enter "911" in the "To" field. In the message, include your full name, phone number, location information (e.g., GPS coordinates if you have them), a description of the emergency and any other important information (e.g., medical information, remaining battery life, etc.) Do not include other recipients or attachments like photos, emojis or videos. Push the "Send" button when your message is complete.
- Your text message will be sent to a third-party call centre. It may take a few minutes for the text message to be delivered or received via satellite depending on environment and network factors. Stay outside in clear view of the sky while you wait for an agent to reply to you via text.
- Once you have been precisely located, the agent will contact the local emergency agency and share the information you provided in your text message(s). The agent could ask you more questions via text, so it is important to stay close to your device and connected to Rogers Satellite. Select devices may have the ability to share location information with emergency services automatically.
- If you move back into the cellular network, notify the agent by text before exiting satellite coverage. The agent may offer to call you directly. Otherwise, dial 911 as soon as you are connected to a cellular network

8. Are there any warranties or limitations of liability for Rogers Satellite services?

The availability of Rogers Satellite is never guaranteed and there could be temporary capability or technical issues that impact the service. In some areas or circumstances, the service may be intermittent or temporarily unavailable. In addition to the warranties and limitation of liability set out in the Rogers Terms of Service available at rogers.com/terms, to the maximum extent permitted by applicable law,



and except towards residents of Quebec for damages resulting from a Rogers Party's own act, the Rogers Parties will not be liable to you or to any third party for

- the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security or operating of the Rogers Satellite service, including those caused by satellite positioning and availability of line-of-sight access to the Rogers Satellite constellation, network conditions, geographic location, terrain, weather conditions, third-party app performance or functionality, device compatibility, the use of a device that is not optimized, and/or a device not on the latest operating system; and
- the denial, restriction, blocking, disruption or inaccessibility of the Rogers Satellite service, including text-to-911 or other emergency services, including as a result of the limitations described above.