



## ROGERS FOR BUSINESS DEVICE TRADE-IN PROGRAM

By selecting to utilize the Rogers for Business Device Trade-In Program (the “**Program**”), the Customer agrees that their use of the Program is subject to the following terms and conditions:

### 1. Definitions:

The following terms, when capitalized, have the following meanings:

- 1.1. “Authorized Person” means an individual who is authorized to make changes to the Customer account, which includes the Corporate Administrator;
- 1.2. “Bulk Orders” means a Customer shipment of multiple Devices within a single order directly from the Customer
- 1.3. “Corporate Administrator” means for larger enterprises the telecom administrator designated by the Customer as the point of contact for all Device orders or any person with designated CTA access to the Rogers Direct portal;
- 1.4. “Customer” means the Rogers corporate customer that has activated the Program on their Rogers account;
- 1.5. “Dealer” refers to a Rogers authorized channel processing customer transactions.
- 1.6. “Device” has the meaning set out in the Customer’s wireless telecommunication services agreement with Rogers;
- 1.7. “End User” means either the account holder or the individual with possession of the Device and to whom the applicable Device is assigned by the Corporate Administrator;
- 1.8. “Program Live Dashboard” means the Program dashboard accessible by an Authorized Person through the Rogers Direct portal;
- 1.9. “Retouch Process” has the meaning ascribed to it in Section 4.2;
- 1.10. “Return” means all device returns and trade ins by Customer, End User, and Corporate Administrator under this program.
- 1.11. “R2 Certified” means The Sustainable Electronics Reuse & Recycling Standard, which ensures that companies “comply with all applicable environmental, health, safety, and data security legal requirements.”;
- 1.12. “R2 Facility” means a certified recycling partner that is NAID, R2 and ISO 14001 certified and approved by The Ontario Minister of the Environment and Climate Change.

### 2. The Basics:

- 2.1. For Enterprise customers, an Authorized Person on the Customer’s account must activate the Program, after which it is operational by default;
- 2.2. For Enterprise customers, an Authorized Person may opt out from the Program, limited to a per case basis, by selecting that option at the time a new Device is being ordered;
- 2.3. For Enterprise customers, an Authorized Person may cancel the Customer’s involvement in the Program at any time on at least 30 days prior notice;
- 2.4. The Customer’s, or for Enterprise customers the Corporate Administrator, email address as well as the end user’s email address are required for Program correspondence when submitting a new Device Trade-In request. These email addresses on record will be copied on all correspondence.
- 2.5. For Enterprise customers, Bulk Orders received may be reviewed through the Program Live Dashboard.

### 3. Returning a Device:

- 3.1. Following Device upgrade order confirmation, where there has been no opt-out of the Program, a shipping pouch with a prepaid return waybill attached to it will be sent out. The shipping pouch will contain shipping instructions for the Program, including criteria for an acceptable Device return,



general packaging guidelines, checklist(s) the Customer or End User can follow to clear any personal locks and deletion of Device data.

- 3.2. If the Device is not returned, two (2) attempts will be made to retrieve the Device. If no response is received, the Device Return will be cancelled with the status updated to the Customer through the Program Live Dashboard.
- 3.3. The Customer is instructed to remove any corporate managed software: MDM, ABM, KME, AZT. All accounts and/or managed software must be removed or turned off. If the Device is received locked and/or under managed software, the Customer is to update the Device status to **“Unlocked”** on the Program’s Live Dashboard once the Device is unlocked and/or the account and managed software are removed.
- 3.4. A Device lost while in transit is insured by Rogers for up to \$75 when the associated prepaid return waybill is used, meaning that the return waybill was scanned as accepted by the courier company and does not reach the destination. The insurance payment is subject to a reasonable investigation by Rogers and/or the courier company.<sup>i</sup>
- 3.5. Bulk Orders must be shipped by the Customer at the Customer’s expense and liability, and are not insured by Rogers.
- 3.6. Where a Device is lost following verified delivery to destination address provided on the waybill, subject to a reasonable search period to verify the loss (4 weeks), Rogers will pay the Customer the market value of the returned Device based on an assumption that the Device would be assessed in “Acceptable Condition”.

#### 4. Device Assessment<sup>ii</sup>:

- 4.1. Device value is contingent on the condition of the Device. An inspection will be performed upon receipt. The device must power up, and be fully functional, with no screen damage or mechanical damage. All accounts must be removed or turned off. This includes but is not limited to Find My iPhone for Apple iOS devices, Find My Mobile and Reaction Lock for Samsung Galaxy devices, Samsung Knox, Samsung Account, Google Account, and BlackBerry Anti-Theft Protection. If the used Device's condition differs materially from that described, Rogers reserve the right to re-evaluate based upon the current market value for the condition of the Device. If the Device is received locked and inaccessible, it will go through the Retouch Process described below in an effort to unlock the Device for maximum value. Devices that remain locked will be deemed ineligible, have no return value, and will be recycled. Devices submitted into the program will not be returned. Devices that are recycled will not be billed to the Customer, but may incur Retouch Process fees as outlined below.
- 4.2. A Device will either be certified for sale, or it will require additional processing (the **“Retouch Process”**) because the Device is locked (by the Customer and/or End User) or it is damaged in some way. The Retouch Process fee is \$11 per Retouch Process performed on a Device. A Device will not go through more than two (2) Retouch Processes. Retouch Process fees may be taken from any sale revenue to offset the cost of the Retouch Process.
  - 4.2.1. For Devices received Locked, they are rendered inaccessible and with no return value. The Program allows 2 attempts to be made to contact the Customer and/or End User as part of the Retouch Process. If no response is received after 2 attempts, the status will automatically be updated to “No Response/Incomplete” due to inactivity. After 30 days, the Device(s) in “No Response/Incomplete” status will be set to “Recycle (Locked)” and reflected on the Program Live Dashboard, at which time the Device(s) will be recycled and not returned to the Customer. If a response is received and after 2 attempts the Device cannot be unlocked, the status will automatically be set to “Recycle (Locked)”.
    - 4.2.1.1. If the Customer determines that the Device is not enrolled in any Customer-managed software then they are to update the status to “Locked – User”
  - 4.2.2. For Devices received functional and with minimal damage, they will be deemed unacceptable but with a reduced return value. To be eligible for a reduced return value, the Device must be



operational to complete a full diagnostic scan. If the software tool can detect the Device and it is free of any locks/managed software, it will be eligible for the Program and processed accordingly.

- 4.2.2.1. If the Device cannot be detected, it will be deemed non-functional with no return value and recycled. The Device status will be set to "Recycle (Broken)" and reflected on the Program Live Dashboard. Recycled devices are not returned to the customer
- 4.3. For Devices received that are older aged models<sup>iii</sup>, they are deemed no longer in-market with no return value. Devices of this nature will be recycled and not returned to the Customer.
- 4.4. As an introduction to the Program, any Retouch Process fees incurred during the first 60 days after enrollment will be calculated and waived (based upon the date the Retouch Process fee is incurred, not when the Device is received).
- 4.5. Retouch Process fees apply when a Device is unlocked successfully or remains locked after all rework efforts have been completed.
- 4.6. Devices that have no market value will be recycled and no charges billed to the Customer.
- 4.7. Bulk Orders will, once received, have all Devices catalogued, with a list of the Devices added to the Program Live Dashboard. The Devices will then go through the normal Device assessment process as set out in this Section 4.
- 4.8. The Program will use an R2 Facility for all Device recycling.

## 5. Customer Email Notifications:

- 5.1. Welcome to the Program - Email Notification sent following new Device order. Device is expected to be returned within 7 days of the new Device order date.
- 5.2. Device Not Received - Email Notification
  - 5.2.1. sent out 7 days after new Device trade-in request;
  - 5.2.2. sent out 7 days after the first notification, if the customer has not yet returned the Device.
  - 5.2.3. sent out 25 days after first notification, order is expiring soon
  - 5.2.4. sent out 60 days after first notification, order is now expired
  - 5.2.5 sent out 90 days after first notification, order is now cancelled
- 5.3. Device Locked (Admin) - Email Notification
  - 5.3.1. sent when the received Device is identified as Locked (with or without Customer management - any variation of PIN/FMI/MDM/ABM);
  - 5.3.2. sent out 7 days after the first Device Locked - Admin email if no change has been made.
  - 5.3.3. sent out 25 days after first Device Locked – Admin email if no change has been made (Final reminder that device will be recycled soon + device will not be returned + \$0 credit).
  - 5.3.4. Sent out 40 days after first Device Locked – Admin email if no change has been made (Device recycled).
- 5.4. Device Locked (User) - Email Notification
  - 5.4.1. sent out if the Customer determines the Device is not accessible through their managed software and ONLY the End User can unlock the Device (FMI/FMD remote sign out required)
  - 5.4.2. sent out 7 days after the first Device Locked – User email
  - 5.4.3. sent out 25 days after first Device Locked – User email if no change has been made (Final reminder that device will be recycled soon + device will not be returned + \$0 credit).
  - 5.4.4. Sent out 40 days after first Device Locked – User email if no change has been made. (Device recycled).



## 6. Order Status:

Status	Reason
<b>Awaiting Device Return</b>	When an order is processed, a corresponding Program ID# will be created and updated within the Customer's Program Live Dashboard. This will automatically set the status to " <b>Awaiting Device Return</b> " as a Device is expected for return. Upon opening of the form in this current status, the user can select the button " <b>Confirm Device Return</b> ". This will update the status to " <b>Received</b> ".
<b>Received</b>	When a device is marked as " <b>Received</b> ", the warehouse team is to ensure the device battery is charged, conduct a cosmetic inspection for grading, conduct an internal inspection to check if a device is Locked or Not Locked. If Locked, the status will be updated to " <b>Locked-Admin</b> " or " <b>Locked- User</b> " depending on the types of locks identified.
<b>Locked-Admin</b>	When a device is identified as " <b>Locked- Admin</b> ", the corresponding notification is triggered and sent to the Customer Authorized Person email on file. It indicates that an MDM lock is still present on the device and it must be removed to proceed.
<b>Locked-User</b>	Once the Customer has removed any managed software, they can update the status " <b>Locked-User</b> " within their Program Live Dashboard to trigger the next notification sent to the End User (where applicable).
<b>Recycle-Broken</b>	When a device has physical damage and/or is deemed non-functional when connected to the software, making it ineligible for sale
<b>Recycle-Locked</b>	When a device cannot pass the software tests and/or is deemed locked/managed making it unable to be cleared/certified.
<b>Device Certified</b>	When a device is Not Locked, it can be processed to be cleared and wiped. All devices eligible to be sold will receive this status.

## 7. Sale & Payment:

- 7.1. Payment will be applied as a Rogers Bill Credit to the Rogers BAN# (Billing Account Number) provided upon initial Program enrollment.
- 7.2. A bill credit should appear on the Customer's account within 2 to 3 bill cycles following the successful sale of the Device(s).
- 7.3. There is no commitment from the Customer on how many Devices will be part of the Program at any point of time.
- 7.4. The Devices will be sold every 30 days unless otherwise specified by the Customer.

## 8. Governing Law & Liability:

- 8.1. This Agreement is governed by the laws of Ontario, and the laws of Canada applicable therein, and is subject to the exclusive jurisdiction of the Ontario courts. Both parties agree to waive trial by jury.
- 8.2. Rogers total cumulative liability with respect to any and all damages, whether arising in negligence, tort, statute, equity, contract, common law, or other cause of action or legal theory arising out of or in connection with the performance or non-performance of any of our obligations with respect to the Program, even if we have been advised of the possibility of those damages or whether or not those Damages were foreseeable, is limited to direct, actual, provable damages, if any, and will not exceed the lesser of: (i) the amount that the Customer would have received from Rogers for the Device if it had sold; and (ii) the amount of the insurance coverage for the Device if lost while in Rogers care (the insurance amount while the Device is in transit may differ from the insurance amount while in Rogers possession).
- 8.3. Customer shall defend and indemnify Rogers, its parents, successors, Affiliates and agents from any claims, damages, losses or expenses (including without limitation legal fees and costs) incurred by Rogers in connection with all claims, suits, judgements, and causes of action brought by the End User, or any third party against Rogers and/or the courier in relation to data on the Devices and or the Device itself.



Customer, by its duly authorized representative, has signed this Agreement on the date set forth below, agreeing that their participation in the Program is subject to the terms and conditions herein.

<sup>i</sup> Insurance fee will be the value of the Device in Acceptable condition up to \$75 dollars.

<sup>ii</sup> Following is the condition matrix for assessing the Device condition (subject to change without notice):

Condition	Good	Acceptable	Unacceptable
<b>Description</b>	The device shows wear from consistent use, but it remains in good condition. Device has no dents or gaps or signs of drop/impact damage.	The device is fairly worn but continues to work perfectly. Signs of wear can include aesthetic issues such as scratches, dents, and worn corners. The item may have identifying markings on it.	This condition is set by the software's automated tests. The phone must power on and the screen must be functional enough to allow navigation. Phone might have a bad battery, speaker, mic or camera, etc.
<b>Overall Condition</b>	Good	Worn	Working, but could be missing functionality
<b>Screen Condition</b>	Minor scratches	Minor scratches	Can be cracked, loose, or badly scratched, but functional.
<b>Body Condition</b>	Some scratching and wear, but no impact dents or gaps	Heavy scratching and marking with one or two minor dents	Any
<b>Bent Body/Frame</b>	None	None	None
<b>Liquid Damage</b>	None	None	None
<b>Functionality</b>	Fully functional - no issues	Fully functional - no issues	Some issues

<sup>iii</sup> Aged devices are determined at the time of device sell-off. As of 2021/02/24, this includes iPhone 5 and older, Samsung S6 and older, Blackberry Passport/Classic and older. Subject to change over time based on market value.