



## Rogers Business Trade-Up Program (the "Program") Terms and Conditions

The Program allows the Customer to trade in Eligible Device(s) (as defined below) in exchange for a Credit (as defined below), in the form of a coupon, having no cash value. Please note that any reference to "trade in" or "trade-up" indicates that Rogers is facilitating the collection of Customer's Eligible Device(s) ("Trade-in Device(s)") and receiving it on behalf of a third party company, Clover Technologies Canada, ULC d/b/a Clover Wireless ("Clover Wireless"). Rogers does not take ownership of, or resell, any Trade-in Device(s) that it receives from the Customer under the Program. These Rogers Business Trade-Up Program Terms & Conditions (the "T&Cs") supplement Customer's Rogers Enterprise Customer Agreement (the "ECA"), and form part of our agreement with the Customer. Unless otherwise defined herein, capitalized terms have the meaning given to them in the ECA. By participating in the Program, the Customer acknowledges that they understand and agree to the Programs terms and conditions, as outlined below.

- 1. Eligibility.** Program available for new or existing Corporately Paid Lines only. Program is not available to Corporately Reimbursed, Individually Paid or Affinity Customers. Certain wireless phones and tablets, as determined by Rogers from time to time (each an "Eligible Device") will be eligible to be traded in through the Program. Please enquire about eligibility through the quote request process at Rogers.com. **New Rogers Business Customers:** Program available through new acquisition process. **Existing Rogers Business monthly plan Customers:** Program available to the Customer by contacting their dedicated account Service Representative, or through their dedicated Rogers Account Manager.
- 2. Initiating Trade-In.** To initiate a trade-in of their Eligible Device(s), the Customer can reach out to the Rogers Business Trade Up representative who will provide the customer with shipping labels. The Customer must ship the Eligible Device(s) through the specified carrier. There is no limit to the number of Eligible Device(s) the Customer can trade-in through the program. The Eligible Device(s) will not be returned to the Customer under any circumstances.
- 3. Trade-In Value.** The value of the Customer's Eligible Device(s) will be determined by Clover Wireless. Rogers makes no representation that the trade-in value assigned to the Eligible Device(s) is equivalent to the fair market value. The trade-in value varies depending on the make and model of the device, the condition of the device, the date of trade-in and other factors which may be periodically updated or revised. Trade-in value is final and non-negotiable. The trade-in value will not be provided to the Customer in cash form, or in any form other than the Credit described in section 4. If the Customer was provided a quote for their Eligible Device(s), the quote is only valid for a period of 30 days.
- 4. Credit.** If the Customer's Eligible Device(s) has a trade-in value of \$0, the device will be recycled through the program. If the trade-in value is greater than \$0, in exchange for trading in their Eligible Device(s), the Customer will receive a credit ("Credit"), which will be applied after taxes and only as follows:

**Bill credit:** The Credit will appear on one of the Customer's next three invoices. The Customer acknowledges that under no circumstances will the Customer be reimbursed for any Credit remaining on the Customer's Rogers account, even in the event that the Customer cancels their Rogers services.

**The credit shall be applied as a coupon with the value of Eligible Device(s) by Rogers to the Customer's account in conjunction with participating in the Rogers Business Trade-Up program. The coupon value applied as credit is not redeemable for cash, and includes all applicable taxes. This is a coupon that is applied directly on the Customer's account. Rogers reserves the right to dishonor and confiscate any coupon which has been copied, altered, forged or obtained through unauthorized sources and to cancel or amend this offer without notice in the event this occurs or for any other reasons.**

**ONCE THE TRADE-IN TRANSACTION IS COMPLETE, UNDER NO CIRCUMSTANCES WILL THE CUSTOMER'S ELIGIBLE DEVICE(S) BE RETURNED TO THE CUSTOMER OR WILL THE CUSTOMER BE COMPENSATED FOR THE AMOUNT OF THE CREDIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ACKNOWLEDGES THAT IF, AFTER THE CUSTOMER TRADES IN THEIR ELIGIBLE DEVICE(S), THE CUSTOMER DECIDES TO RETURN THEIR NEW ROGERS DEVICE(S) (WITHIN THE 15 DAY RETURN**

**PERIOD), THE CUSTOMER WILL BE REIMBURSED THE PRICE THEY PAID FOR THEIR NEW ROGERS DEVICE, BUT THE CUSTOMER WILL LOSE THE VALUE OF THE CREDIT, AND THE ELIGIBLE DEVICE(S) WILL NOT BE RETURNED TO THE CUSTOMER.**

5. Customer's Confidential Information and Rogers' Privacy Policy. The Customer agrees to provide accurate and current personal information as requested by Rogers, including but not limited to the Customer's name, Rogers account number and province where the Customer's company headquarters is located in Canada. The Customer agrees that Rogers may disclose such personal information to Rogers' third-party agents and service providers in connection with the operation of the Program. Rogers respects the privacy of our Customers. Rogers' collection, use and disclosure of personal information in connection with the Program is governed by Rogers' Privacy Policy located at <http://www.rogers.com/web/content/Privacy-CRTC>. Personal information collected in connection with the Program may be stored and processed in or outside Canada and may be accessed by the courts, law enforcement and national security authorities of that jurisdiction.
6. Customer's Representations. The Customer represents that they are the sole and rightful owner of the Eligible Device(s), that they have all the rights necessary to transfer title to the Eligible Device(s), that the Eligible Device(s) is not counterfeit or stolen or the Customer's provision of the Eligible Device(s) to Rogers is not otherwise fraudulent, that the Eligible Device(s) is free from any liens, encumbrances or claims by any third parties, and that the condition, specifications and other representations the Customer provides regarding the Eligible Device(s) are accurate. The Customer represents that the Eligible Device(s) does not contain any third-party software that may not be transferred or for which royalties are due. The Customer represents that their transfer of the Eligible Device(s) to Rogers will comply with all applicable laws, including without limitation, all import and export laws, and will not infringe on any third party's intellectual property rights (including copyrights, trademarks, patent, trade secrets or other proprietary rights).
7. Passing of Title. Once the Customer completes their trade-in transaction and Rogers accepts the Customer's Eligible Device(s), title to the Eligible Device(s) will pass to Clover Wireless and the Customer will no longer be the owner of the Eligible Device(s).
8. Customer's Responsibilities. **IT IS THE CUSTOMER'S RESPONSIBILITY TO REMOVE THEIR SIM AND MEMORY CARD AND ANY ACCESSORIES, IF APPLICABLE, AND DELETE ALL PERSONAL/SENSITIVE AND CONFIDENTIAL DATA FROM THE ELIGIBLE DEVICE(S) BEFORE THE CUSTOMER TRADES IT IN. THE CUSTOMER SHOULD BACK UP AND STORE ANY DATA THE CUSTOMER WISHES TO KEEP FROM THEIR ELIGIBLE DEVICE(S). ROGERS IS NOT RESPONSIBLE FOR REMOVING DATA FROM THE ELIGIBLE DEVICE(S) AND CANNOT GUARANTEE THAT ANY DATA LEFT ON THE DEVICE(S) WILL BE DELETED.**
9. Limitation of Liability. **ROGERS WILL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY AMOUNT OTHER THAN THE TRADE-IN VALUE ASSIGNED TO THE TRADE-IN DEVICE(S) THROUGH THE PROGRAM, AND ONLY IN ACCORDANCE WITH THE CONDITIONS HEREIN. IN NO EVENT WILL ROGERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM OR TO THE PROGRAM OR ANY TRADE-IN (INCLUDING BUT NOT LIMITED TO ANY DAMAGES THE CUSTOMER MAY SUFFER IF DATA LEFT ON THE ELIGIBLE DEVICE(S) IS ACCESSED, OR ALTERNATIVELY, IS UNRECOVERABLE).**

These T&Cs have been drawn up in English at the express request of the parties. *Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.*

The Customer acknowledges that the Customer has read, understood and agrees to these Rogers Business Trade-Up Program Terms and Conditions.

***Last Updated: November 14, 2013***