

ROGERS RESIDENTIAL SERVICE AGREEMENT

(FOR INTERNET, STREAMING, IPTV AND HOME PHONE SERVICES)

This is your service agreement between Rogers Communications Canada Inc. ("**Rogers**") and you for your Rogers residential services.

1. Rogers Internet Service

a. Does my internet package have a maximum monthly overage charge?

If you subscribe to an unlimited internet package, then you will not incur overage charges. If you subscribe to any other internet package and you go over your package's monthly usage allowance, then you will incur overage charges at the rate set out above or in the service agreement you received when you subscribed to your internet package up to a monthly maximum of **\$100**.

b. Are there any optional or pay-per-use services available with Rogers internet service?

Optional or pay-per-use services may be available from time to time. For more information, including rates, please visit rogers.com.

2. Rogers Streaming Service

a. What are the Rogers streaming services?

Rogers streaming services are optional services you can subscribe to with your compatible Rogers internet service. They may include, for example, online content packages that you can subscribe to directly through Rogers, and/or a streaming platform (currently called **Rogers Xfinity Streaming**) for viewing online content that you have subscribed to through Rogers and/or third parties. The streaming platform will be accessible on your compatible television when connected to your Rogers internet modem and set-top box at your Rogers internet service address. Certain online content will be accessible directly on other compatible devices (such as your smart TV, computer, tablet or smartphone) through the Rogers streaming service web site or application, or through separate web sites and applications.

b. What types of content may be available through the Rogers streaming services?

The Rogers streaming services may provide (as available):

- i. Access to certain online video and audio services that you have subscribed to through Rogers or directly with third-party content providers. You are responsible for maintaining and paying for those subscriptions.

- ii. Access to certain online video on-demand content that you have ordered through Rogers on a rental, pay-per-view or one-time purchase basis. Please refer to Section 3(g) below for more details.

Note that Rogers streaming services do not include the ability to subscribe to any television packages available through the Rogers IPTV service.

c. Do the Rogers streaming services have any availability limitations?

Rogers streaming services are only available within Canada.

You will be able to view Rogers streaming services content on a limited number of devices simultaneously. Please visit rogers.com/ignite-tv-download-stream and your third-party content provider(s) for more information.

Availability is always subject to the limitations described in the Rogers Terms of Service and Acceptable Use Policy.

d. Will I use internet data when I access Rogers streaming services?

Yes, you will use the data included in your monthly Rogers internet package or mobile data (as applicable) every time you use Rogers streaming services.

3. Rogers IPTV Service

a. What is Rogers IPTV?

Rogers IPTV (currently called **Rogers Xfinity TV**) is a linear television and video on-demand service for In-Home Use and Mobile Use (as defined below). For In-Home Use, Rogers IPTV is delivered to your Rogers IPTV service address using the Internet Protocol for television, over a closed and managed network. Rogers IPTV will be accessible on your compatible television when connected to your Rogers internet modem and set-top box at your Rogers IPTV service address. It will also be accessible on other compatible devices (such as your computer, tablet or smartphone), through the Rogers IPTV web site or application, for In-Home Use or Mobile Use, as described below.

b. Does Rogers IPTV have any availability limitations?

Rogers IPTV is only available within Canada. The content accessible by you will depend on the Rogers IPTV package you have subscribed to.

When you are using Rogers IPTV at your Rogers IPTV service address and are connected to your Rogers internet modem ("**In-Home Use**"), you will be able to view Rogers IPTV content on a limited number of devices simultaneously.

When you are using Rogers IPTV and are not connected to your Rogers internet modem, but are otherwise connected to the internet (including when you are at your Rogers IPTV service address but using mobile data) ("**Mobile Use**"), Rogers IPTV data travels the same path over the internet as any other internet data, and data usage will occur. For Mobile Use, you will be able to view Rogers IPTV content on a limited number of devices simultaneously. Note that for Mobile Use, certain content may be unavailable, or you may be subject to limitations with respect to viewing content on certain devices.

For more information about the limitations noted in this section, including limitations on the number of devices you may use to simultaneously view Rogers IPTV content, please visit rogers.com/ignite-tv-download-stream.

Availability is always subject to the limitations described in the Rogers Terms of Service and Acceptable Use Policy.

c. Will I use internet data when I access Rogers IPTV?

In-Home Use does not use any of the data included in your monthly Rogers internet package. However, if you use Rogers IPTV during In-Home Use to access services delivered over the internet (e.g., Netflix), you will use the data included in your monthly Rogers internet package.

During Mobile Use, you will be responsible for any internet usage and any charges you incur to access Rogers IPTV or other services delivered over the internet, including over the Rogers mobile network.

d. Where, and for how long, will my PVR recordings be stored?

Your recordings will be saved online in the Cloud and will be stored for up to **1** year.

e. Can I download programs to my mobile devices and are there any limitations?

You may download Cloud PVR recordings and certain on-demand programs on a limited number of mobile devices with the Rogers IPTV application. There is a maximum number of downloads permitted on each device (subject to device storage space).

When downloading Cloud PVR recordings, please note that once your recording is downloaded on a device it is "checked out" and not available for download on other mobile devices or on a set-top box until it is "checked in". You may "check in" a Cloud PVR recording through the Rogers IPTV application to make

room on your device for other downloads, or to make the Cloud PVR recording available for download on other devices.

You may keep each downloaded recording or program on your device for a limited amount of time, after which it will be automatically removed from the device.

For more information about downloading recordings and programs, including download limits, please visit rogers.com/ignite-tv-download-stream.

f. How often can I swap Rogers IPTV channels?

You may exchange or swap any of the swappable channels included in your Rogers IPTV package **once** every **30** days.

g. Do I have access to on-demand content on a rental, pay-per-view or purchase basis, and how will I be charged?

With Rogers IPTV packages (and the Rogers streaming service) you have access to certain movies and other content on an on-demand rental or pay-per-view basis. These are pay-per-use services, and a pay-per-use fee will apply to each movie or other such content that you rent. You may also be able to access certain movies and other content on a one-time purchase basis (i.e., you pay a one-time fee for on-demand access to certain content through Rogers IPTV or the Rogers streaming service, as applicable). Current rates and content will vary from time to time as indicated on your service or at rogers.com. All rental, pay-per-view and one-time purchase sales are final and not refundable, and may be subject to additional terms and conditions which are available at rogers.com/terms.

h. How do I add or remove individual television channels or packages?

You may add or remove channels or packages by contacting us in any of the ways set out in Section 6(a) below. For rates, please see the interactive programming guide (if applicable), or visit rogers.com.

4. Rogers Home Phone Service

a. What additional calling features do I have access to and how will I be charged?

The following pay-per-use services are available with Rogers Home Phone. Some of these calling features may be included with your plan; if not, a pay-per-use fee will apply each time you use it (and long distance charges apply if applicable):

- i. Long Distance Calling (charged by the minute);
- ii. Three-Way Calling, which allows you to conference in **2** other callers;

- iii. Call Forwarding, which allows your call to be forwarded to another number;
- iv. Call Trace, which allows you to trace incoming calls;
- v. Call Return-Busy and Call Return-Last;
- vi. Operator and 411 Directory Assistance (a service fee and per-minute charges apply, even if the number you have requested is unlisted).

For more information, including rates, please visit rogers.com. For more information on how Rogers Home Phone long distance calling is charged, please refer to the Rogers Terms of Service.

b. How do I prepare for my Rogers Home Phone installation?

If the residence where the Rogers Home Phone line will be installed has a home security system, the adult present at the time of installation will need to have the authority to contact and work with the security company to deactivate and reactivate the alarm system. Rogers Home Phone may be included with a Rogers IPTV and internet bundle; however, if you choose to activate it a later date than your other bundled products, you will be required to pay an additional installation fee.

c. Does the Home Phone Service provided with Rogers IPTV have battery back-up, and will it work if there is a power or network outage?

The Home Phone Service provided with the Rogers IPTV Service operates with the internet modem provided and there is no battery back-up. In the event of a power or network outage/disconnection, your Home Phone Service will not be available, and you will not be able to make or receive any calls, including Emergency 9-1-1 calls.

5. Service Interruptions

a. What is Rogers' policy for residential service interruptions?

If any of the services that you've subscribed to under this service agreement are affected by a network interruption in your area resulting in total loss of service for **4** consecutive hours or more, then you may request a credit by contacting us in any of the ways set out in Section 6(a) below. The credit will be equal to **1** day of service fees for each day that you experience a network interruption described above.

6. Additional Information

a. How do I contact Rogers for customer support?

To contact Rogers regarding your residential services, call 1-888-ROGERS1 (1-888-764-3771); go online at rogers.com/contactus to use our live chat and for more options; or write to Rogers Customer Service, 70 Assomption Blvd., Moncton, NB E1C 1A1.

If you have a concern that was not resolved, then we invite you to submit a Share a Concern form (located at rogers.com/contactus) and we'll respond within **1** business day. If you're not satisfied with the resolution by one of our management team members, then you also have the option to speak to our Office of the President. If after following these steps you are unable to resolve the matter with Rogers, the Commission for Complaints for Telecom-Television Services (CCTS) may be able to help. You can contact them at: ccts-cprst.ca or 1-888-221-1687.

b. Where can I find information to help me manage my residential bill?

For information on tools to help you manage your bill, including notifications on your monthly internet usage allowance and parental controls, please visit rogers.com or log into your MyRogers account to view details on your actual usage.

c. Where can I find information about the Television Service Provider Code and Internet Code?

For information on the Canadian Radio-television and Telecommunications Commission's (CRTC) Television Service Provider Code and Internet Code, please visit the CRTC website at crtc.gc.ca/eng/television/services/code.htm and crtc.gc.ca/eng/internet/code.htm, respectively.

7. Important Things You Need to Know about Your Service Agreement

This service agreement must be read with:

- i. any **applicable service agreement you previously entered into with Rogers**;
- ii. the **Rogers Terms of Service, Acceptable Use Policy** and **Rogers Privacy Policy** provided to you and posted at rogers.com/terms;
- iii. any **additional terms and conditions** that may apply to a specific service that you subscribe to or use, including the Rogers IPTV Site and Software Licence Agreement which is available at rogers.com/terms; and
- iv. any **Rogers material describing your services or products you purchase**.

These materials, together with this service agreement, are referred to collectively as your "**Agreement**".

By entering into this service agreement, you acknowledge that you have read, understood and agree to all the details in your Agreement; and in addition you expressly:

Credit bureau consent

- i. Consent to Rogers and its affiliates (collectively, “**the Rogers Group**”) running a credit check to establish your account and exchange your information with a credit bureau on an ongoing basis. This information will be used and shared within the Rogers Group to assess your creditworthiness, qualify you for Rogers Group products and services (including Rogers Bank), protect against fraud, verify your identity, collect debts, and manage our risks. Your consent will continue during our relationship and for a reasonable time afterwards.
- ii. Acknowledge that credit bureaus may use and disclose your information to maintain their consumer reporting database. You may access and correct information in your credit file by contacting the credit bureaus directly at consumer.equifax.ca or transunion.ca.

Privacy and Rogers Group marketing

- iii. Consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy, available in the Agreement and online at rogers.com/privacy. Our Privacy Policy also tells you more about your privacy rights and choices. We may update our Privacy Policy from time-to-time. The latest version is posted on our website.
- iv. Agree that:
 - A. Rogers may use your current and past device location information for any device you use under this service agreement to provide geo-location-based offers for products or services to you;
 - B. Your personal information may be shared within the Rogers Group and with its authorized dealers and distributors, to service your account, telemarket (including by way of automatic dialing and announcing devices), and promote additional products and services offered by the Rogers Group; and
 - C. Your information may be disclosed to third parties offering additional value-added products in connection with your services, such as content and streaming services, to provide and communicate with you about these value-added products.
- v. Acknowledge that you can opt out of receiving the offers described above by contacting us at 70 Assomption Blvd., Moncton, NB E1C 1A1 or call 1-888-ROGERS1 (1-888-764-3771).

Other important terms

- vi. Confirm that, if you request that we cancel or transfer your internet, television or home phone service(s) from another service provider, you are the account holder of the service or his/her authorized agent. You authorize Rogers to act as an agent on your behalf to contact your current service provider and submit any cancellation or transfer requests.
- vii. Agree to receive your Agreement, bill and other materials from us in electronic format, including in your My Rogers account inbox, available at rogers.com.

- viii. Acknowledge that if you are making a change to your account: (A) any new changes to your account are set out in this service agreement; (B) all other aspects of your service agreement remain the same; and (C) any services you have removed may no longer be available.

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