

Arbitration Protocol

ARBITRATION PROTOCOL OF ROGERS COMMUNICATIONS INC. AND ITS SUBSIDIARIES AND AFFILIATES

The following Arbitration Protocol applies to any arbitration initiated by a customer of Rogers Communications Inc. or any of its subsidiaries or affiliates (referred to hereafter collectively as “**Rogers**”). All arbitrations under this Arbitration Protocol will be determined pursuant to any applicable laws of Canada and by the laws of the Province or Territory in which the customer of Rogers who has initiated the arbitration process (referred to hereafter as the “**Complainant**”) resides. If the Complainant’s billing address is outside of Canada, the arbitration will be governed by the laws of the province of Ontario.

Conduct of Arbitration

1. All arbitrations under this Arbitration Protocol shall be conducted by the ADR Institute of Canada (referred to hereafter as the “Institute”) under its Rules (referred to hereafter as the “Rules”), a link to which can be found at <https://adric.ca/rules-codes/arbrules/>, or by searching “ADRIC Arbitration Rules” or contacting the ADR Institute of Canada by calling [1-877-475-4353](tel:1-877-475-4353).
2. In order to commence an arbitration, the Complainant must
 - a) deliver a written Notice of Request to Arbitrate to:
 - i. the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9; and
 - ii. the Institute, at the address found at <https://adric.ca>; and
 - b) Pay a commencement fee to the Institute. Information about the amount of fees, which varies depending on the amount of the claim, is found in Schedule B of the Rules.

Selection of Arbitrator

3. The arbitrator shall be selected in the following manner:
 - a) Rogers will provide the Complainant with a list of proposed arbitrators from which the Complainant may select a single arbitrator;
 - b) The Complainant may select any arbitrator from the list submitted by Rogers to act as the arbitrator by written notice to Rogers, and Rogers shall confirm its acceptance to any such arbitrator selected by the Complainant by written notice to the Complainant; or

- c) The Complainant may select a person who is not on the list by written notice to Rogers, provided that Rogers agrees to the person selected by the Complainant by written notice to the Complainant.
- 4. If the parties cannot agree or have not agreed on a person to act as the arbitrator within 15 days of the selection by the Complainant of a proposed arbitrator, the Institute will be asked to appoint an arbitrator following the procedure set out in its Rules.

Place of Arbitration

- 5. The arbitration shall be conducted in and held in the jurisdiction where the Complainant resides, unless both parties agree otherwise.
- 6. The Complainant may choose to have the arbitration conducted by telephone, video conference or written submissions for any claim less than \$50,000.

Representation of the Complainant

- 7. The Complainant may select any person to represent him or her in the arbitration and shall pay for all costs, fees and expenses for such retainer.

Arbitration Fees

- 8. Payment of all filing fees, administration and arbitrator fees will be governed by the Rules.
- 9. For any claim less than \$50,000, Rogers will reimburse the Complainant for the commencement, administration, hearing and other fees associated with arbitration, including any fees or expenses charged by the arbitrator and any fees or expenses associated with the use of any facilities required for the hearing of the arbitration, less any amounts the Complainant would have incurred had the proceeding been filed in the Small Claims Court or similar judicial body of the Province or Territory in which the Complainant resides. Rogers' obligation to reimburse the Complainant under this section will not apply if the arbitrator determines that
 - a) the claim was frivolous, or
 - b) the Complainant acted unreasonably, improperly or in bad faith in proceeding with the arbitration.

Award of Costs

10. The arbitrator shall have discretion to award costs against Rogers in the event that the Complainant is successful in the arbitration.
11. The arbitrator may only award costs against the Complainant in the event that the arbitrator determines that
 - a) the claim was frivolous, or
 - b) the Complainant acted unreasonably, improperly or in bad faith in proceeding with the arbitration.

Appeal Rights

12. The parties shall have the rights of appeal provided for in the applicable arbitration legislation in the Province or Territory in which the Complainant resides.

Modification to Protocol

13. Rogers reserves the right to modify its arbitration protocol from time to time.