

Financing Agreement - Device

This is your financing agreement (the "**Financing Agreement**") with Rogers Communications Canada Inc. ("**Rogers**") for the full or partial payment of your device purchase over time through a monthly payment plan charged to your Rogers account.

Customer Name: _____ Account Number: _____
 Customer Address: _____ Place of Agreement (city/province): _____

Device Financing

The monthly payments set out below will be billed to your Rogers account for the purchase of the device described below ("**Device**"), beginning on the Effective Date and every month on the same calendar day for the duration of your Device Financing Term.

Wireless Number:	
Effective Date (MM/DD/YYYY):	
Expiry Date (MM/DD/YYYY):	
Device Financing Term:	24 months
Payment Frequency:	Monthly
Cost of Borrowing:	\$0.00
Interest Rate:	0.00%
Annual Percentage Rate (APR):	0.00%
Device Model:	
Device Colour:	
Device Type (New or Certified Pre-owned):	
Device Serial Number/IMEI:	

Description	Device Price	Less: Down Payment (if applicable)	Financing Obligations (1)	Less: Save & Return Amount (if applicable) (2)	Starting Financing Balances (3)	Monthly Financing Payments (4)
Device Model:	\$	\$	\$	\$	\$	\$
GST/HST:	\$	\$	\$	N/A	\$	\$
PST/QST (if applicable):	\$	\$	\$	N/A	\$	\$
Total (including taxes):	\$	\$	\$	\$	\$	\$

- Total Financing Obligation is your Starting Financing Balances (including both your financed device amount and your financed taxes amount(s)) plus your Save & Return Amount, to be settled by returning your device or repaying your Save & Return Amount.
- Save & Return Amount is deducted after applicable taxes have been charged on your device. See attached Save & Return Terms for details on how and when you need to settle your Save & Return Amount.
- Total Starting Financing Balance (including your financed device amount and your financed taxes amount(s)) is your outstanding financing balance at the start of your Device Financing Term and the total of all monthly payments to be made by you over your Device Financing Term.
- Total Monthly Financing Payment (including your financed device amount and your financed taxes amount(s)) is for the first **23** months, with a final total financing payment of \$_____ in month **24**. Monthly financing payments for your device and financed taxes are calculated by dividing the starting financing balance by the number of months in your financing term and rounding up to the nearest cent. Your final payment may be less to ensure your total monthly payments over the financing term equal your total starting financing balances. See your Wireless Service Agreement for details on any applicable financing program promotion.

Cancelling your Device's Wireless Service: You must subscribe to Rogers postpaid wireless services for your Device on an eligible price plan. If, for any reason, the wireless service you subscribed to when you purchased your Device is cancelled or transferred, or you downgrade your price plan to a non-eligible plan, you must repay your total outstanding device financing balance at the time of that cancellation, transfer or downgrade. This balance may be reduced as required by the Wireless Code based on the manufacturer's suggested retail price at the time of your device purchase.

General Financing Terms

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.

Within **30** days following receipt of the notice and statement of account by the consumer, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed;
- (c) or present an application to the court to obtain permission to return the goods forming the object of this contract to the merchant.

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to the consumer the payments he has received from him. It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

Your Prepayment Rights: You may pay a partial or full amount of your outstanding financing balance under this Financing Agreement at any time without incurring any prepayment charge or penalty. To do so, please contact us at 1-888-764-3771. If you are a business customer, please contact us at 1-866-727-2141. Any partial prepayment of your outstanding financing balance will reduce your monthly payment; the length of your financing term will not change. If you make a partial prepayment, you agree that an updated financing agreement with your new monthly financing payment will not be issued. If you prepay your total outstanding financing balance in full, you will no longer be charged your monthly financing payments.

Cancelling this Financing Agreement: If, for any reason, this Financing Agreement is cancelled before the end of your financing term, you must repay your total outstanding financing balance. This balance may be reduced as required by the Wireless Code based on the manufacturer's suggested retail price at the time of your device purchase. To the extent permitted by applicable law and after providing you with any required notice, we may cancel this Financing Agreement if you breach its terms, including for non-payment of your charges.

Applicable only to residents of Québec: Clause required under the *Consumer Protection Act*. (Contract involving credit)

- (1) The consumer may cancel this contract without charge within **2** days following the day on which each party takes possession of a duplicate of the contract, except in the case of the sale of a new road vehicle of which the consumer has taken delivery.

To cancel the contract, the consumer must:

- (a) return the goods to the merchant or his representative if he received delivery of the goods at the time each party came into possession of a duplicate of this contract;
- (b) forward a notice in writing for that purpose, or return the goods to the merchant or his representative if he did not receive delivery of the goods at the time each party came into possession of a duplicate of this contract.

- (2) The contract is cancelled, without further formality, as soon as the consumer returns the goods or sends the notice.
- (3) As soon as possible after cancellation, the consumer and the merchant must return what they have received from one another. The merchant shall assume the costs of restitution.
- (4) The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods forming the object of this contract, until the expiry of the **2**-day period after the day the parties came into possession of a duplicate of the contract.
- (5) The consumer shall not cancel this contract if, as a result of any act or fault for which he is liable, he is unable to restore the goods to the merchant in the condition in which he received them.
- (6) The consumer may pay his obligation in whole or in part before maturity.

The balance due is equal at all times to the sum of the balance of the net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

- (7) The consumer may, once a month and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity, may, at all times and without charge, require a statement of account from the merchant; the latter must furnish or forward it to him as soon as possible and at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections 73, 75 to 79 and 93 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

Default Charges: There are no fees charged for entering into this Financing Agreement. If we do not receive payment of an amount due on your account by the specified required payment date, it will be subject to a late payment charge of **2.87%** per month. This late payment charge will accrue on a daily basis and will be calculated and compounded monthly on the outstanding amount (an effective annual rate of **41.11%**, equivalent to **34.93%** for the purposes of calculating the maximum annual percentage rate permitted by law) from the date of the first bill on which it appears until the date we receive that amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on any pre-authorized payment method on your account (e.g., a credit card or bank account withdrawal).

Not applicable to residents of Québec: We may apply administrative charges in connection with your account, including as a result of collection efforts due to non-payment and returned or rejected payments. A list of these charges is available on request, or at rogers.com/charges.

How to Contact Us: To contact Rogers about this Financing Agreement, call 1-888-764-3771 or, from your Rogers wireless phone, call *611 (it's a free call). You can also write to Rogers Customer Care, 100 Westmorland Street, Moncton, NB E1C 0G1 or contact us online at rogers.com/contactus. If you are a business customer, call 1-866-727-2141 or, from your Rogers wireless phone, call *611 (it's a free call); go online at rogers.com/business/contact-us to use our live chat and for more options. You can also write to Rogers Business Care e-Service, 8200 Dixie Road, Brampton, ON L6T 0C1.

This Financing Agreement must be read with the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy provided to you and posted at rogers.com/terms. If you are participating in the Save & Return program for your device purchase, the attached Save & Return Terms form part of your Financing Agreement.

By entering into this agreement, you:

- acknowledge that you have read, understand and agree to this Financing Agreement.
- acknowledge that, if you are participating in the Save & Return program for your device purchase, you have read, understand and agree to the attached Save & Return Terms, including your obligation to either return your device or repay the Save & Return Amount as set out in those terms.
- authorize Rogers or any other member of the Rogers Communications Inc. organization to obtain information about your credit history to create and manage your account and assess your eligibility for other Rogers products and services. You acknowledge that Rogers may share your credit experience and credit information with others including credit bureaus, credit grantors and collection agencies.
- agree to be liable for the payment of all charges and other obligations under this Financing Agreement.

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