

CHATR TERMS OF SERVICE

1. Introductory Information

a. How do the chatr Terms of Service apply to me?

These chatr Terms of Service (“**Terms**”) govern your use of:

- i. the mobile services that you receive from or through chatr (“**Services**”); and
- ii. any phone, device or equipment used to access the Services or used with the Services (“**Equipment**”).

In these Terms, “**chatr**”, “**us**”, “**we**” and “**our**” means chatr mobile, operated by Rogers Communications Canada Inc.

b. How do the chatr Terms of Service work with my service agreement and other materials made available to me?

These Terms work together with the following materials to form your complete agreement (“**Agreement**”) with us, and provide you with the important information you need to help you fully understand your Services:

- i. Your **service agreement** for the specific chatr Service you subscribe to.
- ii. Our **Acceptable Use Policy**, which sets out the rules, policies and limits you must abide by when using the Services. Our Acceptable Use Policy lists examples of prohibited activities and unlawful or inappropriate content and gives us the right to remove content and/or suspend or terminate your Services if you violate the policy.
- iii. Our **Privacy Policy**, which sets out our policies in relation to the collection, use and disclosure of your personal information. Our Privacy Policy details why we collect customer information, how we use it and how we share it, and specifies how to contact us if you would like more information on our personal information handling practices.
- iv. Any **additional terms and conditions** that may apply to a specific Service that you subscribe to or use.
- v. Any **material describing your Services or products you purchase**.

Your Agreement, with any amendments, is the entire agreement between you and chatr for the applicable Services. Each Service that you subscribe to is a separate Agreement with us. If there is any inconsistency between the materials listed above and these Terms, these Terms will prevail.

c. Who is responsible for complying with the Agreement?

You, as account holder, are responsible for complying with the Agreement. Among other things, you are responsible for:

- i. all charges on your account;
- ii. ensuring that anyone who uses Services under your account or with your authorization complies with the Agreement;
- iii. ensuring that others do not gain unauthorized access to your account and your Services, including by protecting the security of any user names or passwords relating to your account;
- iv. ensuring that any information you have provided to us is up-to-date and accurate, and to let us know if it changes.

d. May I transfer my Agreement to someone else?

You will need our prior permission if you want to assign or transfer an Agreement. We may assign or transfer an Agreement or any of our rights or responsibilities under an Agreement without notice or your permission.

2. Service Types, Changes and Cancellation

a. What are the types of Services covered by my Agreement?

The Services are categorized as follows:

- i. “**Plans**” are more than one mobile Service packaged together. You may choose to subscribe to a Plan on an ongoing basis; and
- ii. “**Pay-Per-Use Services**” are Services that you use on a per-usage basis (which may be a one-time usage, or usage for a set period of time, such as one day or one week), but not on an ongoing basis.

b. What is the term of my Agreement?

The term of each Agreement starts on the initial activation date of the Services or the Equipment, whichever is earlier (“**Activation Date**”).

c. Can chatr change my Services or my Agreement?

Yes, chatr may change any aspect of a Plan that you subscribe to on an ongoing basis and the corresponding Agreement, as long as we give you at least **30** days’ prior written notice. We will send you the written notice by text message, letter or email and will explain the change and when it will take effect.

Applicable only to residents of Québec*: The written notice will be clear and legible, to the exclusion of any other text and will contain the new or amended term or provision, the former version of that term or provision (if applicable), the date that the amendment will come into force, and your rights.

Pay-Per-Use Services are subject to availability and may be changed or cancelled by chatr at any time without prior notice to you.

d. May I change my Plan?

You may change your Plan at any time by contacting us in any of the ways set out in Section 9(e) below. You may be charged a fee to change your Plan if one is specified in your service agreement for that Plan. Please note that if you wish to change a Plan, you may only be able to change to a Plan that is currently available in market. Also please note that any Plan you remove may no longer be available for the price that you currently pay, or at all. Plan changes take effect immediately, as long as your account has sufficient balance to pay your new monthly service fee. You will not be refunded for any unused portion of your old Plan.

e. How can I cancel my Services and when does cancellation take effect?

You may cancel any or all of your Services and any corresponding Agreement at any time by contacting us in any of the ways set out in Section 9(e) below. Cancellation takes effect on the day that chatr receives notice of the cancellation, or a future date specified in that notice (if applicable), whichever is later. When you cancel your Services, we will not refund any unused balance in your account.

f. Can chatr cancel my Services and when does cancellation take effect?

Not applicable to Residents of Québec*: chatr may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least **30** days' prior written notice.

Applicable only to Residents of Québec*: chatr may cancel any or all of your Services or accounts and any corresponding Agreement, as long as we give you at least **60** days' prior written notice.

g. Can chatr suspend or cancel my Services without notice?

We may restrict, suspend, block, disconnect or cancel any or all of your Services, accounts or identifiers in any way, including 9-1-1 service, without notice or liability to you, if:

- i. you are in breach of an Agreement;
- ii. you exceed our reasonable usage limits;
- iii. you have given us false, misleading or outdated information;
- iv. we reasonably suspect or determine that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful or improper usage or usage that adversely affects our operations or the use of our services, facilities or networks or those of third parties with whom we have roaming or network sharing agreements;
- v. you harass, threaten or abuse us or our employees or agents;
- vi. you fraudulently or improperly seek to avoid payment to us;

- vii. we need to install, maintain, inspect, test, repair, remove, replace, investigate, protect, modify, upgrade or improve the operation of the Services, the Equipment or our facilities or networks;
- viii. any account or service on which your Services depend is cancelled for any reason; or
- ix. we reasonably believe that there is an emergency or extreme circumstance that would warrant that action.

If we restrict, suspend, block, disconnect or cancel your Services or accounts:

- i. you must pay any amounts owing;
- ii. we may also restrict, suspend, block, disconnect or cancel, without notice or liability, your Services under any other agreement or account that you may have with us or a chatr affiliate (including accounts that may be in good standing);
- iii. you may be charged for any costs incurred by us or any chatr affiliate in connection with your breach of these Terms, including costs incurred to enforce your compliance;
- iv. your access to emergency or accessibility services (e.g., 9-1-1) may also be restricted, suspended, blocked, disconnected or cancelled; and
- v. your rates for services with chatr affiliates may change in accordance with the terms of those services.

h. Will these Terms still apply once my Services are cancelled?

Certain provisions of these Terms may still apply as they may still be relevant even after cancellation of all your Services. Specifically, Sections 1(b)-(d), 2(e)-(h), 4(c), 6(c), 7(b)-(d), 8, 9(b)-(d) and the arbitration provisions of Section 9(a) will continue to apply to you after cancellation of your Agreement.

3. Account, Charges and Payment Information

a. How do I activate Services?

In order to initially activate and use Services, you must pay the full monthly service fee for your Plan in advance.

b. May I deposit additional amounts into my account?

Yes, up to a maximum balance of **\$150** in order to use Pay-Per-Use Services not included with your Plan, such as long distance calling and roaming. Charges for all Pay-Per-Use Services are deducted from your account balance upon usage. **All amounts deposited to your account are non-refundable and will be available for your use of the Services until your Services are suspended, terminated or deactivated in accordance with an Agreement.**

c. How can I check my account or usage balance?

You can check your account or usage balance at chatrmobile.com/mychatr or from your chatr phone by dialing *225# and pressing SEND or by calling *611 (it's a free call).

d. What if I choose to subscribe to my Plan on an ongoing basis?

Charges for your Plan are automatically deducted from your account each month in advance of usage on your Anniversary Date. Your “**Anniversary Date**” is the day of the month that you initially activated Services. However, if you activate on the 31st of a month, then your Anniversary Date will be on the 1st day of any subsequent month that does not have 31 days. If your Anniversary Date is on the 29th, 30th or 31st, then in the month of February, your Anniversary Date will be on March 1st (except for an Anniversary Date on the 29th of a leap year, where your anniversary date will be on February 29th). If your Services are suspended, then your Anniversary Date will be the day of the month that your account has sufficient balance to pay the monthly service fee for your Plan. If your account balance is less than the amount of the monthly service fee for your Plan at approximately 5:00 pm (Eastern Time) on the day before your Anniversary Date, then your Services will be suspended for non-payment and you will not have access to any Services, unless you subscribe to an offer that allows you to maintain access to the chatr network.

e. What if I don't use my Service or top-up my account on a regular basis?

To keep your account active, you must maintain a sufficient account balance to cover your monthly service fee for your Plan. For customers activating a new prepaid account, if your account is inactive on day **58** after your initial Activation Date, your account will be deactivated. Your account becomes inactive if your account balance remains at less than the amount of the monthly service fee for your Plan. Thereafter, if your account balance remains at less than the amount of the monthly service fee for your Plan for **3** consecutive months then your account will be deactivated. Once deactivated, you will lose the mobile number assigned to you. Any remaining balance in your account will not be refunded. A new SIM card and new mobile phone number will be required to re-activate Services.

f. How long will it take for a Pay-Per-Use charge to be deducted from my account?

Most Pay-Per-Use charges are deducted immediately. However, in some cases we may deduct a charge up to **6** months from the date it was incurred.

g. What if I do not understand or disagree with a charge to my account?

Any questions or discrepancies regarding charges must be reported to us within **90** days of the date the charge is deducted from your account balance. Failure to notify us within this time period means that you have accepted those charges. If any of those discrepancies resulted in unauthorized or incorrect charges on your account, then we will reverse those charges within **30** days of receiving notice from you.

h. How do discounts and promotions work?

We will apply a discount, promotion or benefit to your account as long as you remain eligible for it. We may check your eligibility from time to time, and if you become ineligible to receive that discount, promotion or benefit for any reason, we may remove it, and/or transfer your Service to a comparable Plan.

i. How is local and long distance airtime charged?

Local and long distance airtime charges are rounded up to the next full minute. A one-minute minimum charge applies to every completed call (made or received). The airtime for the entire call is charged based on the applicable rate at the beginning of the call. Airtime charges (plus long distance, if applicable) apply to completed or answered calls from the moment you press SEND until you press END and includes the ring time. For international calls or while roaming, you may be charged regardless of whether the call is completed.

j. How does chatr determine if I'm on a long distance call?

Mobile local calling areas are the areas in which you can make or receive calls without incurring long distance charges. Mobile calls are defined as local or long distance based on local calling areas. Your location at the time of the call, your mobile phone number and the phone number called are all important factors in determining local calling areas and mobile long distance. Your "Incoming Local Calling Area" is based on the geographical location associated with your mobile number. All calls that you receive while you are in your Incoming Local Calling Area are local. All calls that you receive while you are outside your Incoming Local Calling Area are long distance. Your "Outgoing Local Calling Area" is determined by your physical location. If you dial a number that is local to your physical location, then it is a local call. If you dial a number that is long distance to your physical location, then it is a long distance call. When using Call Forwarding, long distance charges apply when the number to which you forward the call is outside the geographical location associated with your mobile number, regardless of your physical location. Visit chatrmobile.com/longdistance for current long distance rates.

4. Your Use of the Services

a. Do I own my phone number?

You do not own any phone number or other identifier assigned to you. chatr cannot guarantee that these identifiers will never be changed, but we will only change them when necessary in extreme circumstances and will make a reasonable attempt to notify you in advance of the change. chatr may provide Services through other identifiers when necessary.

b. Does chatr monitor the content that I transmit when I use the Services?

We have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services (other than voice Services) or the Equipment. We may also access or preserve content or information to comply with legal process in Canada or foreign jurisdictions, operate the Services, ensure compliance with an Agreement, or protect ourselves, our customers or the public.

c. What are my responsibilities relating to chatr or third party software or content?

All trademarks, copyright, brand concepts, names, logos and designs that we use are intellectual property assets, registered or otherwise, of or used under license by chatr or of one of its affiliates. All are recognized as valuable assets of their respective owners, and you may not display, copy or use them in any manner for commercial or any other purpose.

The Services and any software or content that you receive or purchase through chatr or our third party storefronts is for your own personal, lawful, non-commercial use. You agree that you will only use the Services and this software and content in accordance with your applicable Agreement and any applicable licence agreements. Without limiting the previous paragraph, please note that you may not:

- i. copy, distribute, transfer or sell any of the Services or this software or content;
- ii. modify, alter or tamper with any of the Services or this software or content;
- iii. reverse engineer, decompile or disassemble any of this software;
- iv. attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms.

The Services and this software and content remains our property or that of our licensors or content providers, as applicable. Except for the limited rights explicitly granted to you, all right, title, interest and intellectual property rights in and to the Services and this software and content are retained by their respective owners and are protected by applicable trademark, copyright and/or other intellectual property laws and treaties. You must take reasonable steps to protect the Services and this software and content from theft, loss or damage.

Please be aware that software or content may from time to time automatically and, without notice to you, cause your Equipment to access the internet incurring data usage and/or overage charges.

5. Wireless Coverage

a. Where can I find information about chatr mobile service coverage?

For information on service coverage area, including complete service coverage maps, please visit chatrwireless.com/coverage.

b. What network technologies and features do I have access to?

Your plan includes access to the network technologies and features that were available and that you subscribed to when you first activated your current plan (unless changed or cancelled in accordance with this service agreement). If we introduce new network technologies and/or features, you may have temporary access while they are being introduced. This temporary access may end at any time and we may begin offering access for purchase, or you may be required to change your plan to get access to new network technologies and/or features.

c. What is Extended Coverage and how does it work?

Extended Coverage provides additional coverage areas in Canada outside of the chatr network. If you have access to Extended Coverage, it is intended for limited and occasional use. As such, the majority of your monthly usage (talk, messaging and data) must occur on the chatr network. If, on an ongoing basis, the majority of your monthly usage occurs within Extended Coverage areas, we may restrict or limit your access to Extended Coverage. While using Extended Coverage, certain services or features are not available or have limited functionality. For details, please visit chatrwireless.com/coverage.

6. Equipment

a. Is Equipment new or refurbished?

Equipment that you purchase from us is new, unless otherwise indicated.

b. Is my Equipment locked or restricted to the chatr network or Services?

Your mobile phone is not locked to the chatr network. If your mobile phone is or becomes locked to the chatr network, please contact us and we will provide you with the means to unlock it at no charge.

c. Who is responsible for ensuring that my Equipment is up to date?

Equipment and related software may have to meet certain minimum requirements and be maintained in certain ways and in certain locations in order to access the Services or for the proper operation of the Services (e.g., 9-1-1 services). Those requirements may change from time to time without notice and you are responsible for updating or maintaining your Equipment and software as necessary to meet those requirements. We may provide software updates for the Equipment for the continued operation of the Services or the Equipment. Likewise, from time to time we may have to modify or remove previous software features in order to introduce new features to ensure that the Equipment remains compatible with technological advancements. If your Equipment or software is not up to date, we may not be able to provide you with applicable customer support. If you would like to upgrade your Equipment, please visit chatrmobile.com/phones.

d. What are my responsibilities relating to the Equipment?

You are solely responsible for:

- i. maintaining the security and privacy of your property and your transmissions using the Services, the Equipment or our facilities or networks;
- ii. protecting against any breaches of security or privacy or other risks involved in installing, using, maintaining or changing the Services or the Equipment; and
- iii. ensuring that there are no unauthorized attachments to the Equipment.

7. Your Privacy

a. How does chatr protect my privacy?

chatr is committed to protecting your privacy and we take all reasonable steps to ensure that your personal information is safe and secure in compliance with applicable privacy laws and regulations. For more information, please see the Rogers Privacy Policy available at chatrmobile.com/privacy.

8. Warranties and Limitation of Liability

Please note that the term “**chatr Parties**” includes chatr and its affiliates, partners, licensors, dealers, representatives, suppliers and agents (and their respective employees, officers, directors, shareholders and representatives).

a. Are there any warranties on the Equipment?

The Equipment may be covered by a manufacturer’s or other warranty. Please see the materials accompanying your Equipment for warranty information and details, including coverage, duration and how you may make a claim under the warranty. There may also be optional Equipment protection programs made available to you from time to time.

b. Are there any warranties on the Services?

The Services that chatr provides may be impacted by factors beyond chatr’s reasonable control. For this reason, you acknowledge and understand that the Services or access to the Services, including 9-1-1, public alerts or accessibility services, may not function correctly or at all in the following circumstances:

- i. if your Equipment fails, is not configured correctly or does not meet chatr’s requirements;
- ii. if you install certain third party applications on your Equipment;
- iii. in the event of a network outage or extended power failure;
- iv. if you tamper with or, in some cases, move the Equipment; or
- v. following suspension or cancellation of your Services or account.

To the maximum extent permitted by applicable law:

- i. the chatr Parties do not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, pricing or operation of the Services, the Equipment (**except towards residents of Québec* in accordance with statutory warranties**) or any products, content, applications, software, services, facilities, connections or networks used or provided by us or third parties (collectively, the “**Offering**”);
- ii. chatr may limit the amount of an Offering that you may purchase;
- iii. you bear the entire risk as to the use, access, transmission, availability, reliability, timeliness, quality, security and performance of the Offering;
- iv. the chatr Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Offering.

Not applicable to Residents of Québec*:

- v. all representations, warranties and conditions of any kind, express or implied, are excluded;
- vi. no advice or information, whether oral or written, that you obtain from the chatr Parties creates any term, condition, representation or warranty not expressly stated in an Agreement.

c. How does chatr limit its liability?

Unless otherwise specifically set out in an Agreement, to the maximum extent permitted by applicable law, and **except towards Residents of Québec* for damages resulting from a chatr Party’s own act**, the chatr Parties will not be liable to you or to any third party for:

- i. **Not applicable to Residents of Québec*:** any direct, indirect, special, consequential, incidental, economic or punitive damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; property damage; personal injury; death; or any other foreseeable or unforeseeable loss, however caused) resulting or relating directly or indirectly from or relating to the Offering or any advertisements, promotions or statements relating to any of the foregoing, even if we were negligent or were advised of the possibility of such damages;
- ii. **Applicable only to Residents of Québec*:** any damages (including loss of profit or revenue; financial loss; loss of business opportunities; loss, destruction or alteration of data, files or software; breach of privacy or security; or property damage) resulting or relating directly or indirectly from or relating to the Offering;
- iii. any Offering provided to you or accessible by you through the Services, any charges incurred in connection with such Offering or anything that is or can be done with such Offering even if you are billed for such Offering;
- iv. the performance, availability, reliability, timeliness, quality, coverage, uninterrupted use, security, pricing or operation of the Offering;

- v. any error, inclusion or omission relating to any telephone listings or directories;
- vi. the denial, restriction, blocking, disruption or inaccessibility of any Services, including 9-1-1, public alerts or accessibility services, Equipment or identifiers (including phone numbers);
- vii. any lost, stolen, damaged or expired Equipment, identifiers, passwords, codes, benefits, discounts, rebates or credits;
- viii. any unauthorized access or changes to your account or Equipment, or the use of your account or Equipment by others to authenticate, access or make changes to an account you may have with a third party, such as a social media or financial account, including changing passwords or transferring or withdrawing funds;
- ix. any error, omission or delay in connection with the transfer of phone numbers to or from another telecommunications service provider, or any limitation connected to that transfer or that telecommunications service provider;
- x. any acts or omissions of a telecommunications carrier whose facilities are used to establish connections to points that we do not serve; or
- xi. any claims or damages resulting directly or indirectly from any claim that the use, intended use or combination of the Offering or any material transmitted through the Services infringes the intellectual property, industrial, contractual, privacy or other rights of a third party.

Not applicable to Residents of Québec*: These limits are in addition to any other limits on the chatr Parties' liability set out elsewhere in an Agreement and apply to any act or omission of the chatr Parties, whether or not the act or omission would otherwise be a cause of action in contract, tort or pursuant to any statute or other doctrine of law.

d. Are there any additional limitations of liability that apply to 9-1-1 emergency services?

We are not liable for:

- i. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over our network from your property or premises or recorded by your equipment or our equipment;
- ii. damages arising out of your act, default, neglect or omission in the use or operation of equipment that we provide;
- iii. damages arising out of the transmission of material or messages over our network on your behalf, which is in any way unlawful; or
- iv. any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from your facilities and equipment. Except in cases where negligence on our part results in physical injury, death or damage to your property or premises, our liability for negligence related to the provision of 9-1-1 emergency services on a mandatory basis is limited to the greater of **\$20** and **3** times the amount, if any, you would otherwise

be entitled to receive as a refund for the provision of defective Service under an Agreement. However, our liability is not limited by this Section in cases of deliberate fault, gross negligence or anticompetitive conduct on our part or in cases of breach of contract where the breach results from our gross negligence.

e. Are there any circumstances under which I would have to compensate chatr?

You will indemnify and hold harmless the chatr Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the chatr Parties relating to your violation, alleged violation or misappropriation of any intellectual property, industrial, contractual, privacy or other rights of a third party or any alleged libel or slander by a third party against you.

9. General

a. How can I resolve a complaint or dispute with chatr?

If you have a concern that was not resolved, then we invite you to submit a question or comment to us at chatrmobile.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 write to the Office of the President located at 333 Bloor St. East, Toronto Ontario, M4W 1G9. Finally, you can also contact the Commission for Complaints for Telecom-television Services (CCTS) at www.ccts-cprst.ca, or call them at 1-888-221-1687.

Not applicable to Residents of Québec*: To the extent permitted by applicable law, unless we agree otherwise, any claim or dispute, whether in contract or tort, under statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the following items will be determined by final and binding arbitration to the exclusion of the courts:

- i. an Agreement;
- ii. the Services or Equipment;
- iii. oral or written statements, advertisements or promotions relating to an Agreement, the Services or Equipment; or
- iv. the relationships that result from an Agreement.

If you are a resident of Alberta you may decide, after a dispute has arisen, whether to use the arbitration process to resolve the dispute or instead to pursue an action or other proceeding in court to resolve the dispute. If you decide not to use the arbitration process and instead to pursue an action or other proceeding in court, you must notify us in writing to the Rogers Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9. If you do not notify us that you wish to have the dispute resolved in court, the arbitration process

set out above will apply. The right to have the dispute resolved in court is personal to you, can only be exercised by you, and may not be transferred or assigned.

Where applicable, arbitration will be conducted in accordance with our Arbitration Protocol, which is available at chatrmobile.com/terms.

b. What happens if part of an Agreement becomes unenforceable or doesn't apply?

If any portion of an Agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of an Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of an Agreement.

c. Why did I receive these Terms in English?

Applicable uniquement aux résidents du Québec*: Les présentes modalités ont été rédigées en anglais à votre demande expresse, après avoir pris connaissance de la version française. Vous consentez à ce que les futurs documents liés à vos modalités, y compris les modifications, les confirmations de commande et les communications, puissent être fournies en anglais.

Applicable only to residents of Québec*: Your Agreement has been drawn up in English at your express request, after having examined a French version. You agree that all future documents related to your Agreement, including amendments, order confirmations, and communications, may be provided in English.

d. What laws apply to these Terms and the rest of my Agreement?

Each Agreement is governed by any applicable laws of Canada and by the laws of the province in which your mailing address is located and you submit to the jurisdiction of the courts of that province. However, if your mailing address is outside of Canada, that Agreement is governed exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Rights and remedies may vary by province.**

e. How can I contact chatr?

To contact us:

- i. visit a chatr location;
- ii. call 1-800-485-9745 or, from your chatr mobile phone, call *611 (it's a free call);
- iii. go online at chatrmobile.com/contactus or;
- iv. write to chatr customer service, 333 Bloor Street East, Toronto, ON M4W 1G9.

Any notice of a claim must be given to the chair Legal Department, 333 Bloor Street East, Toronto, ON M4W 1G9 and will be deemed to have been given on the date on which it was sent by the party giving the notice.

* **“Residents of Québec”** means residents of Québec who enter into an Agreement to which the *Consumer Protection Act* (Québec) applies.

04/25